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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

LAWYERS WILL be glad to hear that, according to the latest accounts, Mr. Justice CHARLES is making favourable progress towards recovery. His painful ailment—congestion of the auditory nerves, and, to some extent, of the larynx, believed to arise from suppressed gout—has not yet disappeared, but there is every prospect that a visit to Biarritz will complete the cure. Apart from the local ailment, the general health of the learned judge is excellent.

THE APPOINTMENT of Sir HOWARD ELPHINSTONE, Bart., as one of the Conveyancing Counsel to the Chancery Division, in succession to the late Mr. KEY, will be universally recognized as an eminently proper selection. Sir HOWARD'S reputation as a conveyancer and real property lawyer stands high, and there is a peculiar appropriateness in his succeeding in this post his colleague in the preparation of the well-known collection of precedents.

SHOULD Lord HERSCHELL continue his attendance in Court of Appeal No. II. on two or three days each week, as he is now doing, so as to form a court of Lords Justices, for the hearing of Chancery final appeals, there are not likely to be many remanets. The number of appeals of this class comprised thirty-nine at the commencement of the present sittings, and fresh cases have subsequently been set down.

NEXT WEEK the hearing of witness actions will be continued by Mr. Justice NORTH from Tuesday the 19th, to Saturday the 23rd inst., being the second week of his fortnight, and the same days comprise the first half of Mr. Justice STIRLING'S fortnight of hearing witness actions. The motions and unopposed petitions of Mr. Justice NORTH will be heard by Mr. Justice CHITTY, and those of Mr. Justice STIRLING, by Mr. Justice KEKEWICH. The business before Mr. Justice ROMER has been blocked by several cases, each lasting three or four days, so that recently transferred actions will not be reached so soon as was expected.

THE CASE of *Liles* v. *Terry* (reported elsewhere) is of some interest as shewing the strictness with which the courts will apply the rule that a solicitor must not accept a gift from a client unless the client is acting under independent advice. The gift in this case was, in fact, not to the solicitor, but to his

wife. The court, however, following the authority of *Goddard* v. *Carlisle* (9 Price, 169), held that that circumstance made no difference with regard to the application of the rule. On the facts of the case, CHARLES, J., had found that there had been no undue influence on the part of the solicitor, and that the deed carried out the intentions of the plaintiff, and he gave judgment for the defendant. The Court of Appeal, however, has reversed this decision, holding it to be a well-established principle that a gift to a solicitor from a client is invalid unless the client was acting under independent advice. The presumption of undue influence is therefore one of law, which cannot, under any circumstances, be rebutted. There was considerable divergence of opinion amongst the members of the court on this occasion as to the expediency of this rule. The Master of the Rolls, while bowing to the authority of several decisions of the Chancery courts, gave it as his opinion that the rule was a most unfortunate one, and one which might produce great hardship. LOPES and KAY, L.JJ., on the other hand, thought that the rule was in general beneficial. There was also a difference of opinion as to the inferences to be drawn from the evidence in the particular case. Lord ESHER entirely concurred with the findings of CHARLES, J., while KAY, L.J., came to the conclusion that the plaintiff, when executing the deed, was ignorant of its legal effect. As, however, their lordships were all of one mind as to the law applicable to the case, these opposite opinions as to the facts of the case in no way affected the result—namely, the setting aside of the deed of conveyance.

THE QUESTION whether debentures are subject to the Bills of Sale Acts has cropped up in a new and interesting form. In *Re Standard Manufacturing Co.* (39 W. R. 369; 1891, 2 Ch. 627) the Court of Appeal held that the debentures of companies incorporated under the Act of 1862 with limited liability were subject neither to the Act of 1878 nor to that of 1882. Section 17 of the latter Act expressly provides that the Act shall not apply to debentures issued by "any mortgage, loan, or other incorporated company," and this last term was held to apply to companies generally. The Act of 1878 was less easy to deal with, but, by the exercise of considerable ingenuity, BOWEN, L.J., by whom the judgment of the court was delivered, distinguished debentures of limited companies from the documents to which the Act applied, on the ground that section 43 of the Companies Act, 1862, provides for the registration of debentures, and hence there was not incident to them the secrecy which the Bills of Sale Acts were meant to guard against. He also intimated that the Bills of Sale Acts might not apply to corporations at all, though this was not made a ground of the decision. The question has now been raised in *Great Northern Railway Co.* v. *Coal Co-operative Society* (*Limited*), whether the debentures of a society registered under the Industrial and Provident Societies Act, 1893, are subject to the Bills of Sale Acts, and VAUGHAN WILLIAMS, J., has held that they are. With regard to the phrase "incorporated company," in section 17 of the Act of 1882, such a society is clearly incorporated (see section 21 of the Act of 1893), but, in the opinion of the learned judge, it is not a company. The conclusion is in accordance with the nomenclature adopted by Parliament, the name "society" being assigned to the various associations which are mainly designed for the encouragement of thrift, though in principle the distinction between a society and a company may be somewhat fine. And as to neither of the Bills of Sale Acts can industrial and provident societies rely on the ground of exemption set up in *Re Standard Manufacturing Co.* There remains the point whether the Acts apply to corporations at all, and it would have been convenient had the case just named dealt more decisively with it. In the view of Mr. Justice VAUGHAN WILLIAMS the point is a bad one, and in future debentures of registered societies secured on chattels will have to comply, if they can, with the statutory requirements for bills of sale.

AN IMPORTANT point as to the enfranchisement of married women for the purposes of the Local Government Act, 1894, was decided by a divisional court in *Drax* v. *Ffooks* on Monday last. The short question was, whether a married woman who possesses an ownership qualification sufficient to entitle her to be registered as a parliamentary elector if she were a man, is entitled to be registered as a parochial elector under the Local Government Act, 1894, in respect of that qualification. The lady in question was the owner in her own right of freehold property in a rural parish of sufficient value to support the claim of a man to be registered as a parliamentary elector, and she duly claimed to have her name placed on the list of parochial electors. Her title to be registered as a parochial elector depends upon the meaning to be placed upon certain sections of the Act of 1894. By section 2 (1) the expression "parochial electors" is defined to mean "the persons registered in such portion of the local government register of electors or of the parliamentary register of electors as relates to the parish." By section 44 (1), "The local government register of electors and the parliamentary register of electors, so far as they relate to a parish, shall together form the register of the parochial electors of the parish," and the right of a person to attend a parish meeting and vote as a parochial elector is expressly made to depend on whether his or her name is or is not on the register of parochial electors so formed; and, by sub-section (9) of the same section, a claim may be made to have the claimant's name entered in the parochial electors' "list" — which evidently means in the register so formed. The only section of the Act bearing upon a married woman's right to have her name placed on the register is section 43, which enacts that "for the purposes of this Act a woman shall not be disqualified by marriage for being on any *local government register* of electors, or for being an elector of any local authority, provided that a husband and wife shall not both be qualified in respect of the same property." This section clearly removes the disqualification to which a married woman was formerly subject for being placed on the local government register (see *Reg.* v. *Harrald*, L. R. 7 Q. B. 361); but it is equally clear that it gives no right to women as regards the parliamentary register. In the present case the claim was to be registered as a parochial elector, and the sections quoted shew that a right to be placed either on the parliamentary or on the local government register is a condition precedent to entry on the register of parochial electors. As to the local government register, the lady was clearly not entitled, for the ownership qualification is unknown to the local government franchise (see the County Electors Act, 1888). As to the parliamentary register, sex is still a disqualification, and section 43 gives no assistance. The result is that the claim could not be sustained, and the court so held. It is true that the Act of 1894 contains provisions to the effect that no person shall be disqualified by sex or marriage from being elected a parish or a district councillor (see sections 3 (2), 23 (2)), and it appears to have been argued that to refuse to register this lady as a parochial elector in respect of a qualification which would have entitled a man to be so registered, was in effect to disqualify her by reason of her sex from filling these offices. But there are at least two answers to this contention—first, being a parochial elector is not the only qualification for the offices, residence within a certain area being sufficient; and secondly, even if it were the only qualification, it is going a step too far back in the chain of causation to say that a fact which prevents a woman from being a parochial elector is the cause of her being prevented from enjoying the privileges of being such an elector; the cause is the nearer one—viz., that she is not (for whatever reason) a parochial elector.

THE JUDGMENTS delivered in the Court of Appeal in *Strachan* v. *Universal Stock Exchange* (*Lim.*) confirm the somewhat strained construction which has been placed on section 18 of the Gaming Act, 1845 (8 & 9 Vict. c. 109). The section, after declaring that all contracts by way of gaming or wagering shall be null and void, provides that no suit shall be brought to recover any sum of money or valuable thing won upon any wager, "or which shall have been deposited in the hands of any person to abide the event on which any wager shall have been made." *Prima facie* this seems to prohibit any action in respect of a deposit when once the deposit has been made to abide the event of a

wager; but it has been held in several cases that the section applies only to the non-recovery by the winner of a sum deposited by the other party to abide the event, and not to the right of the depositor to recover back his deposit if demanded before the money is paid over. In *Varney* v. *Hickman* (5 C. B. 271) it was said that, as soon as the party making the deposit repudiates the wager, the money ceases to be money deposited to abide the event, and becomes money of the depositor in the hands of the stakeholder, without any good reason for detaining it. And so, in *Martin* v. *Hewson* (L. R. 10 Ex. 737), PARKE, B., said that the statute did not apply to a case where a party seeks to recover his stake upon a repudiation of the wagering contract. In both the last two cases the repudiation took place before the wager was decided; but it is also settled that the depositor has a *locus pœnitentiæ* open to him even after the event has come off, provided the deposit has not been actually appropriated to the purposes of the wager. This was held under the former statutes in *Hastelow* v. *Jackson* (8 B. & C. 221), and it was held under the Gaming Act, 1845, in *Hampden* v. *Walsh* (1 Q. B. D. 189), and again, by the Court of Appeal, in *Diggle* v. *Higgs* (2 Ex. D. 422). In the last case, COCKBURN, C.J., expressed a view in favour of a more literal reading of the statute, but he deferred to the authority of the earlier cases, and in *Trimble* v. *Hill* (5 App. Cas. 342) the Privy Council adopted the law as settled by *Hampden* v. *Walsh* and *Diggle* v. *Higgs*. Notwithstanding, therefore, that the event upon which the deposit has been made has been decided, and that the depositor has lost, he can still recover his deposit unless, if it is in the hands of a stakeholder, it has actually been paid over to the winner, or, if in the hands of the other party to the wager, it has been appropriated by him in accordance with the result. In *Strachan* v. *Universal Stock Exchange* (*Limited*) the plaintiff had deposited with the defendant company money to abide the event of certain gambling transactions. He lost on the transactions, and the defendant company, before any repudiation, appropriated the deposit in payment of his losses. Hence the plaintiff could not recover. The Master of the Rolls seemed to think it followed that a depositor could not recover even if he won, but this is, perhaps, not clear. Of course, he could not recover the deposit of the losing party, but why not his own? It could only be appropriated in pursuance of the wager by payment to himself. If the stakeholder refuses to appropriate it, or pays to the losing party, there seems to be nothing to prevent the winner from repudiating the wager and bringing his action. There has been no such payment or appropriation as to deprive him of his *locus pœnitentiæ*.

THE COURT of Appeal appear to have had small difficulty in affirming the judgment of MATHEW, J., in *Exchange Telegraph Co.* v. *George Gregory & Co.*, the "tape prices" case. The plaintiff company collect information inside the Stock Exchange as to Stock Exchange prices, and transmit it at intervals throughout the day to their subscribers. The prices are transmitted by telegraph, and are received in type-writing on tape in the subscribers' offices. The subscribers who so receive the information receive it on condition that they will not communicate it to non-subscribers and will only use it for their own purposes. At first the Stock Exchange made no stipulation as to the persons whom the plaintiff company might admit as subscribers, and the defendant, who carries on business as an outside stockbroker, had as a subscriber the benefit of the tape prices. But subsequently the Stock Exchange required that outside brokers should be excluded, and then the defendant, to whom the information was a business necessity, found himself reduced to getting it in such way as he could. This he did by obtaining it from one of the subscribers. The event shews that the plaintiff company were upon these facts alone entitled to an injunction against the defendant, and the case, indeed, is an easy application of the doctrine of *Bowen* v. *Hall* (29 W. R. 367, 6 Q. B. D. 333). But the plaintiff company had sought to protect themselves by publishing the tape prices in a newspaper, simultaneously as far as possible with the transmission of the prices to the subscribers, and this newspaper they registered so as to secure the copyright. The defendant, upon obtaining the prices in the manner already described, wrote them up in his office for the use of his customers. The company contended that this was an infringement of their copyright, and on this ground too, the Court of Appeal have affirmed the decision of MATHEW, J. The information used by the defendant, although not taken from the newspaper, was identical with that contained in it. No doubt was intimated in the Court of Appeal that the newspaper had sufficient literary form to be the subject of copyright, and it may be inferred that the decision in *Chilton* v. *Progress Printing Co.* (43 W. R. 456; 1895, 2 Ch. 29), as to there being no copyright in sporting "tips," which MATHEW, J., thought it necessary to distinguish, will only have a limited application. The material point in such cases, of course, is the value of the information, not the form in which it is conveyed. So far, therefore, the Stock Exchange have been successful in checking the operations of the outside brokers.

AFTER SOME conflict of opinion, it has been decided that "religious" purposes are to be deemed charitable, and, therefore, a gift for such purposes without more will be a good charitable gift. Formerly this was assumed to be the case (*Baker* v. *Sutton*, 1 Keen, p. 233), but in *Cocks* v. *Manners* (19 W. R. 1055, L. R. 12 Eq. 574), WICKENS, V.C., held that a convent, although a religious institution, was not charitable, the efforts of the inmates being directed solely to securing their own spiritual welfare. In *Re White* (41 W. R. 683; 1893, 2 Ch. 41) the Court of Appeal got over the difficulty thus raised by holding that religious purposes were to be presumed to be charitable unless the contrary appeared. Thus a gift to religious purposes without more is still a charitable gift. A similar question arose before STIRLING, J., recently with reference to the phrase "the service of God." In *Re Darling* (*ante*, p. 11) a testatrix made a bequest in favour of "the poor and the service of God." *Primâ facie* it might be supposed that money expended in the service of God must be expended on religious objects, and thus the gift would be charitable. But upon a wider view, any properly-directed scheme of human effort may be said to promote the service of God—STIRLING, J., referred to an ancient form of prayer in which it is recognized that God may be served in Church and State—and thus the service of God is not necessarily charitable. It is safe, however, to assume that the testatrix, in using the above words, contemplated some form of religious service, and STIRLING, J., accordingly decided that the gift was charitable. A similar gift, as he pointed out, was held to be charitable in the Irish case of *Powerscourt* v. *Powerscourt* (1 Moll. 616).

THERE IS not much law in *Buckell* v. *King and Koral* (reported elsewhere) but the case is a hard one, and may serve as a useful warning to lessees who take a restrictive covenant from their lessor as to his adjoining property, to see that the covenant extends to his present and future adjoining property. Otherwise if the property leased is near the present boundary of the lessor's estate, the lessor may buy an adjoining piece of land, practically next door to the lessee, and set up or allow the very thing the lessee wished to be protected against. In *Buckell* v. *King* the mischief was caused wholly by the adjoining lessee, but the *ratio decidendi* was that the lessor's covenant as to the adjoining shops or houses belonging to him, only referred to shops or houses belonging to him at the time of the demise. He could do what he liked on his after-acquired property, however near. The covenant should extend to adjoining property "now or hereafter" belonging to the lessor. It would also be well to omit the indefinite word "adjoining," and make the covenant extend to all property within a definite distance of the premises demised.

Bad times, and the deplorable readiness with which compromises break out among litigants, seem at last, says the *St. James's Gazette*, to have told even upon that most sanguine class of young men, the aspirants for the honours and rewards of the Bar. At least, we suppose these are the sad causes which have produced the remarkable drop in the calls to the Bar this term. This time last year 101 students were called at the four Inns; this time the number is only sixty.

THE TESTS OF PARTNERSHIP.

By section 1 of the Partnership Act, 1890, partnership is defined to be "the relation which subsists between persons carrying on a business in common with a view of profit," and by section 5 every partner is declared to be an agent of the firm and of his other partners for the purpose of the business of the partnership, with the result that the other partners are liable to the outside world for his acts done in the course of the partnership business. But the attempt to apply in practice the apparently simple phrase "carrying on business in common" frequently leads to an inquiry of considerable difficulty, and though the inquiry may be assisted by the rules laid down in section 2, yet these have been so drafted as to raise special difficulties of their own.

Formerly, as is well known, the receipt of a share of the profits of a business was held to constitute the recipient a partner in the business, and so render him liable to creditors (*Waugh* v. *Carver*, 2 H. Bl. 235; see per BLACKBURN J. in *Bullen* v. *Sharp*, L. R. 1 C. P. p. 109). But it must have been the receipt of a share of the profits *as such*, and the same result did not follow where a person received a sum varying with the profits, as where he was remunerated for his services by a commission at a rate so varying, or where, having advanced money, he received interest ascertained in a similar way (*Ex p. Hamper*, 17 Ves. 403; *Pott* v. *Eyton*, 3 C. B. 32; cf. *Mollwo, March & Co.* v. *Court of Wards*, L. R. 4 C. P. 419, at p. 434, *Pooley* v. *Driver*, 5 Ch. D. 458, at p. 484). It may be doubted whether the distinction, which was always admitted to be very fine, was maintainable, but the necessity for further considering the point was obviated by the decision of the House of Lords in *Cox* v. *Hickman* (8 H. L. C. 268) which deprived the receipt of a share of profits of the effect which had been ascribed to it. The circumstances of that case showed that it was necessary to abandon any such arbitrary test, and to have regard to the real nature of the partnership relation. When this is examined it at once becomes apparent how closely it is connected with the relation of principal and agent. "The liability of one partner," said Lord CRANWORTH (p. 304), "for the acts of his co-partner is in truth the liability of a principal for the acts of his agent;" and Lord WENSLEYDALE observed (p. 312) that "the law as to partnership is undoubtedly a branch of the law of principal and agent." In this view the receipt of profits by a person who took no part in the actual conduct of the business was only important as evidence that the business was carried on upon his behalf. This, Lord CRANWORTH pointed out, was the real ground of liability, and though the receipt of profits might be cogent, and often conclusive evidence of such agency, yet it was not necessarily so (p. 306), and in *Bullen* v. *Sharp* (*suprà*, see p. 112) BLACKBURN, J. said that the test of partnership established by *Cox* v. *Hickman* was whether there was such a participation of profits as to constitute the relation of principal and agent between the person taking the profits and those actually carrying on the business.

But in spite of the reference to agency, it must be remembered that the ultimate test of partnership is the carrying on of business in common. To constitute a partnership, it was said in *Mollwo, March & Co.* v. *Court of Wards* (*suprà*) the parties must have agreed to carry on business and to share profits in some way in common, and, practically, this is the definition adopted in the Partnership Act. To discover whether A is carrying on business in common with B, who is himself interested as principal and has the sole actual conduct of the business, it is essential to inquire whether B is not really carrying it on on behalf of A, but this is only a step in the proof. It is the common business which makes the partnership, and whether or no the agency is directly proved in establishing the partnership, it always follows by implication as the result of the partnership.

From the foregoing statement it appears that under *Cox* v. *Hickman* (*suprà*) profit-sharing, although it had ceased to be necessarily conclusive as a test of partnership, was still evidence of partnership—"cogent and often conclusive evidence"—but the rule on this point has been a good deal obscured by subsequent legislation. Section 1 of BOVILL'S Act (28 & 29 Vict. c. 86) provided that the advance of money by way of loan to a trader upon a contract to receive a share of profits, or a rate of interest varying with the profits, should not *of itself* constitute the lender a partner. Upon this provision JESSEL, M.R., pertinently observed in *Pooley* v. *Driver* (*suprà*) that the preliminary question, whether the advance was a loan or not, must be determined without the Act, and hence the Act was useless. If the advance was in fact a loan, there was the relation of creditor and debtor between the parties, and any presumption of partnership arising from the sharing in profits was thus rebutted. Assuming the Act to be effective, however, it was necessary to interpret the phrase "of itself," and as to this he suggested that the mere fact of taking profits as remuneration for a loan could no longer raise an inference that the lender was a partner, and a similar view was taken by THESIGER, L.J., in *Ex parte Delhasse* (7 Ch. D., p. 531). In other words, sharing of profits was not, under such circumstances, *primâ facie* evidence of partnership.

But it is seldom that the receipt of a share of profits is the only element in the question, and when there are other elements present, it was formerly the rule that the effect of all had to be considered in deciding on the true relationship of the parties. It was sometimes urged that, apart from BOVILL'S Act, the receipt of a share of profits raised in the first instance a presumption of partnership which must prevail unless sufficiently rebutted by other circumstances, but the contention was rejected in *Mollwo, March, & Co.* v. *Court of Wards* (*suprà*). "It appears to their lordships," said Sir MONTAGUE SMITH, "that the rule of construction involved in this contention is too artificial, for it takes one term only of the contract and at once raises a presumption upon it. Whereas the whole scope of the agreement and all its terms ought to be looked at before any presumption of intention can properly be made at all." And this view was indorsed by the Court of Appeal in *Badeley* v. *Consolidated Bank* (36 W. R. 745, 38 Ch. D. 238).

Upon the above cases the result seems to have been that profit-sharing was evidence of partnership, and, where it stood alone, it was sufficient to establish the partnership. In this sense it was said to be *primâ facie* evidence of partnership (see *per* THESIGER, L.J., in *Ex parte Delhasse*, *suprà*). But where it was associated with other circumstances, it did not raise any preliminary presumption of partnership, and the relation of the parties had to be decided on the effect of all the circumstances taken together. In the case of a loan within BOVILL'S Act, however, the profit-sharing lost its effect as *primâ facie* evidence. It could not *of itself* constitute a partnership, and the partnership, if it existed at all, had to be made out from profit-sharing and the other circumstances (if any).

It is necessary to compare this state of the law with the provision of section 2, sub-section (3), of the Partnership Act, 1890. That sub-section provides, first, that the receipt of a share of profit is *primâ facie* evidence of partnership; but it then proceeds to add that such receipt does not *of itself* constitute partnership, and in particular (*inter alia*) that an advance by way of loan upon a contract to receive a share of profits does not *of itself* make the lender a partner. It is unnecessary to set out the provisions of the clause more fully. Putting aside for the moment the particular example of a loan, reproduced from BOVILL'S Act, it is evident that the authors of the Partnership Act had not accurately grasped the previous state of the law. The provision that the receipt of profits is *primâ facie* evidence of partnership reproduced the current form of the existing rule, but when the draftsman went on to generalise the exemptions in BOVILL'S Act, by providing that such receipt should not of itself constitute a partnership, he mistook the effect of that Act, and produced a contradiction. BOVILL'S Act abrogated for certain cases the rule that profit-sharing was *primâ facie* evidence of partnership, but the draftsman of the Act of 1890, failing to see this, placed in the same clause both that rule and the exemption (in general form) of BOVILL'S Act. If profit-sharing is *primâ facie* evidence of partnership, it is possible that *by itself* it may constitute a partnership, the very result which the latter part of sub-section (3) says shall not follow. The contradiction was perceived by NORTH, J., in *Davis* v. *Davis* (42 W. R. 312; 1894, 1 Ch. 393), and he determined to adhere to the rule as laid down in *Badeley* v. *Consolidated Bank* (*suprà*) before the Act. Receipt of a share of profits is *primâ facie* evidence of partnership, and if there is no other element present it is conclusive. But if there are other elements present, then it simply ranks

with those other elements, and the effect of all has to be considered in determining whether or no a partnership exists. This reading of the sub-section is likely to prevail, though it imposes on the latter part of it a meaning at variance with its language, and also at variance with the construction placed by judicial authority on the corresponding provision of BOVILL'S Act.

A similar question arises in regard to the particular treatment in clause (*d*) of an advance by way of loan where the lender is to receive a share of profits or a rate of interest varying with the profits. As already pointed out, this provision, when inserted in BOVILL'S Act, abrogated for such a case the rule that profit sharing was *primâ facie* evidence of partnership. The Partnership Act now re-enacts the general rule, and at the same time reproduces the exemption in BOVILL'S Act. It is natural to suggest that clause (*d*) is similarly to be treated as an exemption from the general rule at the beginning of the sub-section, but this ignores the relation of clause (*d*) to that part of the sub-section. It is simply a particular instance of the application of such general part, and the logical result of *Davis* v. *Davis* is that in the case of loan, if profit sharing is the only element, it is *primâ facie*, and, therefore, sufficient, evidence of partnership, which is, of course, not true.

The judgment of JESSEL, M.R., in *Pooley* v. *Driver* (*suprà*) suggests the answer that in such a case the profit-sharing cannot be the only element, for there is at least the element of loan in addition. But then clause (*d*) is superfluous. In this state of confusion it will be right to deal with clause (*d*) in the same manner as NORTH, J., in *Davis* v. *Davis* (*suprà*) dealt with the general part of sub-section (3), that is, to adhere to the previous law. Thus profit-sharing can never in the case of a loan by itself establish partnership, though it affords evidence of partnership which must be taken into account together with the evidence afforded by the other circumstances of the case. Various such other circumstances existed in *Pooley* v. *Driver* and *Ex parte Delhasse* (*suprà*), and those authorities afford very useful guidance, especially with respect to such circumstances as the control exercised by the lender over the business, and the liability of the money lent to share in losses. In all cases it must be remembered, the court "will look at the body and substance of the arrangements, and fasten responsibility upon the parties according to their true and real character" (*Mollwo, March, & Co.* v. *Court of Wards* (*suprà*)).

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

I.

DURING the legal year that has just expired, an average number of cases affecting the jurisdiction and practice of the county courts have been determined in the Supreme Court. Most of these concern *the jurisdiction and powers* of the county courts, and to these, therefore, attention will first be called.

In *Howarth* v. *Sutcliffe* (1895, 2 Q. B. 358) the question for decision was whether an action for damages to a reversion, caused by the defendant's interference with an easement, claimed in respect of land occupied by plaintiff's tenant, and exceeding in value £50 a year, might have been commenced in the county court. It was held that, as the defendant, by his defence, had refused to admit the plaintiff's title to the easement, and had, moreover, claimed a right to interfere with it under an alleged agreement with a former tenant of the plaintiff, a question of title to a hereditament arose which took the case out of the jurisdiction of the county court by virtue of sections 56 and 60 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). This decision, it is submitted, in no way clashes with what was previously held in *Latham* v. *Spedding* (17 Q. B. 440) and *Hawkins* v. *Rutter* (40 W. R. 238; 1892, 1 Q. B. 668). Consequently, the mere assertion of title to a hereditament of over £50 a year in value by a plaintiff, or a denial thereof by a defendant, will not be sufficient of itself to oust the jurisdiction of the county court unless it be also established, as a fact, that a question of title does in reality come in question (see *per* SMITH, L.J., in *Howarth* v. *Sutcliffe*, *suprà*). In *Reg.* v. *Patterson* (43 W. R. 127; 1895, 1 Q. B. 31) it was held that a county court has jurisdiction, under section 10 (4) of the Tithe Act, 1891 (54 & 55 Vict. c. 8), to hear applications by a valuer, duly appointed by the commissioners under the Tithe Acts, for the recovery of sums due in respect of redemption-money and expenses.

The circumstances that will give jurisdiction to a county court to make an interpleader order were considered in *Greatorex* v. *Shackle* (1895, 2 Q. B. 249), where it was held that such an order cannot be made in relief of a defendant from whom commission in respect of the same sale of the same house is claimed by rival firms of auctioneers, by one of whom he has actually been sued. The *ratio decidendi* in this case was that the claims resisted by the defendant were not adverse, in the sense of being claims to the same money, but were entirely different claims. Obviously, therefore, the remedy by interpleader was inapplicable. In *Attenborough* v. *Henschel* (43 W. R. 283; 1895, 1 Q. B. 833) the power of a county court judge to stay execution on a judgment for over £20 was under review. That power is conferred by section 153 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), which provides that "if it shall at any time appear to the satisfaction of the judge that the defendant in any action or matter is unable, *from sickness or other sufficient cause*, to pay and discharge the debt or damages recovered against him, or any instalment thereof, it shall be lawful for the judge, in his discretion, to suspend or stay any judgment, order, or execution given, made, or issued in such action or matter, for such time and on such terms as the judge shall think fit; and so, from time to time, until it shall appear that such cause of inability has ceased. . . ." In the case above mentioned it was held that, though this enactment undoubtedly confers upon a county court judge a very wide discretion as to suspending or staying execution, it was never intended that the defendant's inability to pay should be regarded as constituting "*a sufficient cause*" for its exercise, and that the words "sufficient cause," being coupled with sickness and insanity, must receive some limitation from the context, which evidently contemplates an external cause operating to prevent the defendant from exercising his industry, as distinguished from mere inability to pay. The power of a county court judge, in the course of an administration action in his court, to direct by whom outside proceedings shall be taken was recently affirmed in Ireland, where it was also held that, should there be a personal representative (whose conduct is not impeached) of the testator whose estate is being administered, he is *primâ facie* the proper person to have the carriage of such proceedings: *McKinley* v. *Mackay* (Ch. D. Ir., 43 W. R. Dig. 53). With regard to the conduct of the administration action itself, it will be remembered that, so far as England is concerned, the County Court Rules, 1889, provide that the judge may give the conduct thereof to such person as he may think fit (ord. 3, r. 23).

By means of an admitted set-off, the sum in dispute between parties can be reduced in amount so as to bring it within the pecuniary limit of county court jurisdiction. This is expressly provided by section 57 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). In the recent case of *Lovejoy* v. *Cole* (43 W. R. 48; 1894, 2 Q. B. 861) it was held that where the set-off is admitted on the writ by the plaintiff, and tacitly acquiesced in by the defendant, without being expressly adopted by him, it may be treated and given effect to as an admitted set-off within the meaning of this enactment. This decision seems to accord with what was held in *Percival* v. *Pedley* (35 W. R. 566, 18 Q. B. D. 635), though, on the other hand, *Hubbard* v. *Goodley* (38 W. R. 639, 25 Q. B. D. 156) is at variance with it, as are also some of the older cases, to which we need not refer. Whether the Court of Appeal will, when the opportunity occurs, confirm the view taken in *Lovejoy* v. *Cole* (*suprà*) remains to be seen. We, however, submit that it is fully warranted by the language of section 57 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), and should, therefore, be upheld.

One case, affecting the jurisdiction of county court registrars, must next be noticed, namely, *Re Griffiths & Morris* (43 W. R. 552; 1895, 1 Q. B. 366). It was there held that, as the power given to the county court by section 9, sub-section 6, of the Agricultural Holdings Act, 1883 (46 & 47 Vict. c. 61), to appoint a referee to act on behalf of a party to a reference under that Act, is, by section 11, to be exercisable by *the judge*, unless

the parties consent to its exercise by the registrar, therefore, so much of ord. 40, r. 7, of the County Court Rules, 1889, as provides that an application to appoint such referee may be disposed of by *the registrar*, unless one of the parties gives a written notice of his desire that it be heard before the judge, is *ultrà vires*.

The remaining cases concerning the jurisdiction of the county courts requiring to be dealt with, with one single exception presently to be mentioned, relate to admiralty matters. In *The Alert* (72 L. T. 124) it was held that a county court judge has power, under section 87 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), to amend a claim in an admiralty action of collision after the question of liability has been decided and before the reference. In *The Argo* (43 W. R. 415; 1895, P. 33) it was held that, though a county court judge sitting in admiralty has, it seems, power, by special order made in his discretion, to let in evidence, at the hearing of a salvage action, of the value of the *res*, he ought not to do so save under very exceptional circumstances, as the regular course to be pursued is that indicated by order 39 (*b*) of the County Court Rules, 1892, which prescribes that the value of the *res* shall be stated in an affidavit of value filed at the instance of the defendant (r. 31), or, in case of dispute as to its value, by appraisement (r. 32). It sometimes happens that in an admiralty cause of collision, salvage, or towage, one party asks for a trial by jury and the other for one with assessors. This actually occurred in the recent case of *The Tynwald* (43 W. R. 509; 1895, P. 142), and it was there held that under such circumstances, and by virtue of the provisions contained in section 10 of the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71), the trial must be by judge with assessors, and that there was no power to direct it to be heard by a judge *plus* assessors *plus* a jury, a mode of trial unknown to our judicial system, and quite foreign to it. With regard to the *derivative* jurisdiction of the county courts, one case has been determined—namely, *Guilford* v. *Lambeth* (43 W. R. 97; 1895, 1 Q. B. 92)—which must now be noticed. It decides that an action of contract brought in the High Court, in which the claim indorsed on the writ does not exceed £100, can be remitted to the county court under section 65 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), although there is a counter-claim for unliquidated damages. This decision is certainly not in harmony with the view adopted in *Mackay* v. *Bannister* (34 W. R. 121, 16 Q. B. D. 174). It is, however, to be noticed that this last-mentioned case was decided upon a somewhat similar enactment, since repealed, contained in the County Courts Act, 1856 (19 & 20 Vict. c. 108), and that at the time it was pronounced counter-claims (as distinguished from set-offs) were unknown.

REVIEWS.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1896. BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT. WITH NOTES, FORMS, &C. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNEY, B.A., a Chief Clerk of the Hon. Mr. Justice Chitty; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. In Two Volumes. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

In the preface to the 1895 edition of the Annual Practice, the editors stated that, in consequence of the work of revising and consolidating the Rules of the Supreme Court, which was then in progress, it might reasonably be hoped that the next edition would be reduced in size and improved in many other ways. The next edition is now with us, and, notwithstanding this forecast, it is slightly increased in size and is substantially unaltered in contents and arrangement. A more precise knowledge of the scope and character of the revision, the editors say, would have shewn them twelve months ago that the hope they expressed was premature. They are, however, sanguine enough to repeat it, and before another edition of the Annual Practice is published the Judicature Acts, we are told, will have been consolidated, and a revised code of rules of court issued. This attitude of anticipation has naturally debarred Mr. Snow and his colleagues from attempting any changes of importance in the present edition, and the profession must be content for another year at least to rely upon the White Book in its old form duly brought up to date. Under the limitations which necessity has imposed upon them the editors have done all that was possible to make the book useful and accurate.

BOOKS RECEIVED.

Ruling Cases. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law; assisted by other Members of the Bar. With American Notes by IRVING BROWNE. Vol. V.: Bill of Sale—Conflict of Laws. Stevens & Sons (Limited).

The Law of Building, Engineering, and Ship-Building Contracts, and of the Duties and Liabilities of Engineers, Architects, Surveyors, and Valuers. With Precedents and reports of Cases. By ALFRED A. HUDSON, Barrister-at-Law. Second Edition. In Two Vols. Waterlow & Sons (Limited); Stevens & Haynes.

Reports of Commercial Cases. With an introduction explaining the proceedure adopted in Chambers and at the Trial. Editor, THEODORE MATHEW, Barrister-at-Law. Part I., March-August, 1895. Reported by THEOBALD MATHEW, Barrister-at-Law, and MALCOLM MACNAGHTEN, Barrister-at-Law. Butterworth & Co.

Comyn's Exercises on Abstracts of Title. Arranged for the use of Law Students and Articled Clerks. FIFTH EDITION. With an Introductory Essay on Assurances. By H. W. CHALLIS, M.A., Barrister-at-Law. Reeves & Turner.

The King's Peace. An Historical Sketch of the English Law Courts. By F. A. INDERWICK, Q.C. With 15 Illustrations and 1 Map. Swan Sonnenschein & Co., Limited.

The Origin and History of Contract in Roman Law down to the end of the Republican Period. Being the Yorke Prize Essay for the year 1893. By W. H. BUCKLER, B.A., LL.B. C. J. Clay & Sons.

CORRESPONDENCE.

LAND TRANSFER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am glad to observe the correspondence in your columns relative to auctioneers' charges, which appear, and always have appeared, to me exorbitant; and yet we never hear severe comments made upon these charges of auctioneers, whose work is little more than routine, as we do upon the charges of solicitors, whose work is arduous and requires untiring zeal. The letter of "O." is perfectly correct as regards the practice of solicitors in this locality; but the letter of "H. B. C." will, I hope, soon change this practice to that described in his letter, for, as he says, a client usually looks only at the total of his solicitor's bill, and blames the solicitor accordingly.

Now, sir, there is another matter which solicitors generally should look to, and concerning which, I think, the Incorporated Law Society should take steps, that is the common practice of auctioneers and estate agents of preparing agreements for letting houses, lands, &c. Surely solicitors have lost enough of late years by the increasing numbers of auctioneers and estate agents, who not only sell or manage estates, but collect the rents (going, if necessary, into the county courts to recover), prepare, and give notices to quit, and for ejectment, advising their "clients" thereon, &c., &c., and now, when so very few farms are let on lease, preparing agreements for yearly tenancies. To country solicitors this is a matter of great importance, and some strong movement should be made to put a stop to this insidious practice. My own idea is that every written agreement requiring more than an *ad valorem* stamp of sixpence should perforce be prepared by a solicitor.

I trust that members of the Incorporated Law Society, and of all other law societies, will raise this most important question, which so seriously is affecting the profession, and will do their utmost to alter this unjust state of affairs, before it becomes an even greater evil.

I cannot help saying, before closing this letter, that I think solicitors, individually, have been, and are, very lax in looking after the interests of the profession generally; and, in view of this, I urge for correspondence hereon in the columns of your widely read and influential legal journal; and would further suggest that anyone who has not time to write or in some way move in the matter should cut this letter out and forward it to his law society. C.

November, 1895.

The judicial committee of the privy council resumed their sittings on Tuesday after the long vacation. Their first cause list contains, says the *Times*, nine appeals for hearing—viz., three from New South Wales, two from Bengal, and one each from Oudh, the North-Western Provinces, Madras, and Jamaica. There are also five judgments for delivery.

CASES OF THE WEEK.

Court of Appeal.

CAFFIN *v.* **ALDRIDGE**—No. 1, 7th November.

SHIP—CHARTER-PARTY—CARGO—DEVIATION.

This was an appeal by the plaintiff from the judgment of the Lord Chief Justice (1895, 2 Q. B. 366) in an action tried before him in the Commercial Court on the 11th of July last. The action was brought to recover £262 damages for the injury to certain wheat shipped by the plaintiff on the defendant's sailing barge *Alice Little*. The plaintiff alleged that the barge had deviated from her chartered voyage, and that the damage had been caused in the course of the deviation. The facts of the case were as follows:—By a charter-party, dated the 23rd of June, 1894, which was headed "Dead weight capacity 125 tons," it was agreed between the defendant and the plaintiff that the *Alice Little* should proceed to Rotherhithe "and there load from the factors of the said affreighter a cargo or estimated quantity of 470 qrs. of wheat in sacks and (or) other lawful merchandise," and, being so loaded, should "therewith proceed to Gosport (Royal Clarence-yard)," and there deliver the same on being paid freight at 1s. per qr. of 496 lbs. The charter contained the usual exception of sea perils and a clause giving the barge "liberty to call at any ports." The charter was in a printed form, in which the words "full and complete cargo" occurred. The words "full and complete" had, however, been struck out. The 470 qrs. of wheat represented 102 tons. The barge having loaded the wheat at Rotherhithe under the charter, instead of proceeding direct to Gosport, went to Millwall, where she took on board from another shipper ten tons of wire torpedo netting for carriage to Portsmouth Dockyard. The barge proceeded to Portsmouth and there discharged the netting. She then proceeded to cross the harbour to Gosport, where she fouled a pile which caused her to spring a leak, whereby the wheat was damaged. The Lord Chief Justice held that although the word "cargo" was used in the charter-party, there had not been a hiring of the full carrying capacity of the ship, and that the clause giving liberty to "call at any ports" included liberty to call for the purpose of loading or discharging other cargo there. He, therefore, held that what the defendant did was in accordance with the terms of the contract; there was, consequently, no deviation, and he gave judgment for the defendant. In support of the appeal it was contended that the barge should have proceeded direct from Rotherhithe to Gosport without calling at any other port. The use of the word "cargo" in the charter-party implied that the plaintiff hired the full carrying capacity of the ship: *Borrowman* v. *Drayton* (L. R. 2 Ex. D. 15). This was a cargo of a most susceptible character, and very liable to be damaged if any other cargo were loaded with it. The clause giving liberty to call at any ports did not permit of calling for the purpose of loading further cargo: *Glyn* v. *Margetson* (1893, A. C. 351).

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the construction placed upon the charter-party by the Lord Chief Justice was obviously right, and could not be questioned. The court was asked to construe this charter-party in some way that some other charter-party, which contained different terms, had been construed. The court, however, had to consider this charter-party, and this one only. The word "cargo" might mean the whole and entire cargo, or that which was to be carried for a particular shipper. In this case the defendant agreed to carry for the plaintiff 470 qrs. of wheat, and, when the terms of the charter-party were looked at, it was obvious that that was not a full and complete cargo—more especially when it appeared that the words "full and complete" had been struck out of the charter-party. His lordship entirely concurred in the judgment of the Lord Chief Justice for the reasons which he had given.

LOPES and KAY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *Scrutton* and *Parker Lowe*; *Dr. Raikes*, Q.C., *Butler Aspinall*, and *Kilburn*. SOLICITORS, *J. & H. Farnfield*; *Farlow & Jackson*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

SOUTH STAFFORDSHIRE TRAMWAYS CO. (LIM.) *v.* **EBBSMITH**—No. 1, 11th November.

PRACTICE—EVIDENCE—BANKERS' BOOKS EVIDENCE ACT, 1879 (42 & 43 VICT. c. 11).

This was an appeal from an order of Hawkins, J., at chambers, refusing to allow the plaintiffs inspection before trial of certain banking accounts under the Bankers' Books Evidence Act, 1879. The banking accounts which the plaintiffs wished to inspect were those both of the defendant and of the Dickinson Tramway Appliances Co. (Limited). The Dickinson Co. were not parties to the action. The plaintiffs had taken over the entire business of the South Staffordshire and Birmingham District Steam Tramway Co., and they alleged that the defendant had been promoter of, and solicitor to, that company, had while in that position promoted the Dickinson Co., and had sold to the latter company several patents at a price much greater than that at which he had himself purchased them, and had then made use of his fiduciary position towards the South Staffordshire and Birmingham Co. to induce them to purchase licences for these patents, and they further alleged that the Dickinson Co. was in fact the defendant. They claimed in the action rescission of the contracts as to the purchase of the patents and an account of the profits which the defendant had made by the transactions. Affidavits were filed on behalf of the plaintiffs which stated that the defendant originally held 1,500 out of the 1,507 shares in the Dickinson Co., that he had transferred them to one of the signatories of the memorandum of association, a clerk in his employ who had previously held one share, and that subsequently they had been transferred to a company called the Corporate Trust (Limited). There were other statements in the affidavits which went to shew the identity of the Dickinson Co. with the defendant. The defendant filed an affidavit in which he swore that there were no entries in his banking accounts in respect of which inspection was being sought relating to the matters in question other than and except three items, which he gave. He also produced a certified copy by the bank of all entries in his account referring to amounts received by him from the South Staffordshire and Birmingham Co. and the Dickinson Co.

THE COURT (Lord ESHER, M.R., and KAY, L.J.) dismissed the appeal.

Lord ESHER, M.R., said that in this application under the Bankers' Books Evidence Act, 1879, the court must exercise its jurisdiction in accordance with the rule of the court in other cases of applications for inspection before the passing of the Act, and must accept the affidavit of the defendant that the items which he there gave were the only items in his banking account relevant to the issues in the action. Inspection of his banking account must, therefore, upon this application, be refused. As to the banking account of the Dickinson Co., the court had jurisdiction to make an order for inspection for the reasons given by the court in *Howard* v. *Beall* (37 W. R. 555, 23 Q. B. D. 1). But great care should be taken in the exercise of their jurisdiction to order inspection of the banking account of a person, not a party to the action. The applicant must satisfy the court that the account, which is nominally that of a third party, is in truth an account of the other party to the action, or that the party to the action is so much connected with the third party that items in the account would be evidence against him. Moreover, the applicant should shew strong reasons for expecting to find such items in the account, and this had not been shewn in the present case. The application would, therefore, be refused, and the appeal dismissed.

KAY, L.J., delivered judgment to the same effect.—COUNSEL, *Sir Frank Lockwood*, Q.C., and *Scrutton*; *G. Spencer Bower*; *Lachnis*. SOLICITORS, *Munns & Longden*; *Walter Webb & Co.*; *Walker, Son, & Field*.

[Reported by W. F. BARRY, Barrister-at-Law.]

CONSTANTINE & CO. *v.* **WARDEN & SONS, DOBELL & CO. THIRD PARTIES**—No 2, 11th November.

PRACTICE—THIRD-PARTY PROCEDURE—ACTION BY SHIPOWNERS AGAINST CHARTERERS—CONTRACT OF CHARTERERS WITH THIRD PARTIES—INDEMNITY EXPRESS OR IMPLIED—R. S. C., XVI., 48.

Appeal from Day, J. The action was brought by shipowners against the defendants for not having unloaded the plaintiffs' ship at the port of discharge, pursuant to the terms of a charter-party dated June 15, 1894, by which the defendants were bound, and which stipulated that the ship should be discharged at port of delivery as customary. On June 16, 1894, the defendants sold to Dobell & Co., the proposed third parties, 1,500 to 2,000 tons of bones at £4 10s. per ton, to be shipped in one or two vessels, at sellers' option, during the months of August and (or) September and (or) October, from the River Plate, to discharge at Birkenhead as per charter-party; and by the contract it was agreed that the bones should be weighed in the usual manner and taken with all faults and defects by Dobell & Co. from over the ship side as fast as the captain could deliver, failing which to be resold at defendants' discretion, they (Dobell & Co.) being liable for any loss, demurrage, or expenses arising therefrom. The plaintiffs' ship, with the bones on board, arrived at Birkenhead in due course, and Dobell & Co. took delivery of the bones in fulfilment of their contract. The plaintiffs brought an action against the defendants for not having discharged the ship at port of delivery as customary, according to the terms of the charter-party. The defendants sought to bring in Dobell & Co. as third parties, and Day, J., gave them leave to issue the third-party notice under ord. 16, r. 48. Dobell & Co. appealed, and contended that their contract with the defendants was not one of indemnity, and that therefore leave to issue the third-party notice should not have been granted. For the defendants it was contended that the contract contained a conditional contract of indemnity, inasmuch as if any default arose under the charter-party it must be the default of the appellants, their obligation being larger than that of the defendants. They relied also on the use of the word "demurrage," which was inapplicable as between buyer and seller, and could only refer to the charter-party.

THE COURT (A. L. SMITH, and RIGBY, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., after stating the facts, said that the case of *Speller* v. *Bristol Steam Navigation Co.* (32 W. R. 670, 13 Q. B. D. 96) in that court had decided that a defendant was not entitled to a third-party notice under ord. 26, r. 48, unless he could shew a contract by the third party, either express or implied, that the defendant should be indemnified by him, which meant a contract by the third party to indemnify the defendant against the causes of action upon which the plaintiff was suing. They had nothing in this case to do with any implied contract, and the question was, Did the defendants make out such an express contract by the third parties? It was true that in the contract Dobell & Co. contracted to pay to the defendants any loss, demurrage, or expenses which might result from their not taking the bones from over the ship's side as fast as the captain could deliver; but where was the contract that they would indemnify the defendants against the causes of action the plaintiff might have under the charter-party? His lordship could find no such contract. It was said that the result was the same as if there were a contract to indemnify, for unless the third parties had broken their contract with the defendants, the defendants could not have broken their contract

with the plaintiffs. That argument, ingenious though it was, did not shew any contract to indemnify. It was true that the loss, demurrage, and expenses Dobell & Co. might have to pay the defendants might be the same in amount as the damages the defendants might have to pay the plaintiffs, but that did not suffice.

RIGBY, L.J., concurred. His lordship said that the measure of damages, or even the existence of damages, under the two contracts for sale and chartering need not coincide, though in certain events there might be damage for breach of each contract, and the measure of damages might be the same for each breach. That, of course, would not make the contract a contract of indemnity. Further, the right of action against the purchaser arose immediately on the breach of contract. If it were a contract of indemnity, the action would not arise until some payment indemnified against had been made.—COUNSEL, *Bigham*, Q.C., and *H. F. Boyd*; *Joseph Walton*, Q.C., and *T. G. Carver*. SOLICITORS, *Walker, Sons, & Field*, for *Weightman, Pedder, & Co.*, Liverpool; *Field, Roscoe, & Co.*, for *Batesons, Warr, & Wimshurst*, Liverpool.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

Re **BELL, JEFFERY** *v.* **SAYLES**—No. 2, 6th November.

MORTGAGE—PUISNE INCUMBRANCERS—RIGHT OF FIRST MORTGAGEE TO COMPEL TRUSTEES OF FUND TO PAY WHOLE FUND MORTGAGED TO HIM.

The testator, William Bell, by his will dated the 8th of June, 1866, after certain specific legacies, bequeathed to his trustees a sum of £8,000, to be held upon trust (in the events which happened) as to one moiety of the said legacy of £8,000, and the investments and annual income thereof to divide the same equally between the four children of his sister, Janet Wells, as tenants in common, who should be deemed to have vested interests in their respective shares at the testator's decease. The testator died on the 11th of August, 1866, and his will was duly proved by the executors therein named. Dudley Wells, one of the children of Janet Wells, by deed of the 31st of May, 1879, mortgaged his undivided one-fourth share or interest to George Garland for £380 and interest, together with full power for George Garland to demand, sue for, recover, and receive, and give valid receipts for all or any part of the premises thereby assigned in the names of Dudley Wells, his heirs, executors, or administrators, or otherwise, to hold such share unto George Garland, his heirs, executors, administrators, and assigns, subject to a proviso for redemption. Such mortgage became ultimately vested in the plaintiff, William Jeffery, by deed of transfer dated the 22nd of January, 1891. On the 18th of September, 1880, Dudley Wells further charged his reversionary interest with the payment of £70 and interest to Messrs. Williams & Graham. On the 13th of September, 1882, Dudley Wells executed a deed of arrangement with his creditors in bankruptcy, by which his share was assigned to a trustee, Charles Garland, for the benefit of his creditors subject to the prior mortgages. The reversionary interest fell into possession in November, 1894, by the death of the tenant for life of the legacy of £8,000. On the 27th of January, 1895, the solicitors of the first mortgagee, William Jeffery, formally requested the trustees of the will of the testator to hand over to him the share of Dudley Wells, as the mortgage contained an absolute assignment of the property to him, and he could give a valid receipt for the money. This the trustees declined to do, and offered to pay to the first mortgagee his principal interest and costs (if any). Jeffery then took out an originating summons, asking that the trustee might be ordered to pay the whole fund to him. Kekewich, J., made an order as prayed, and directed the trustees to pay the costs. The trustees appealed, and urged that, inasmuch as, if the money were in court, no order could be made for payment out of the whole fund to the first mortgagee, no order of a similar nature should be made on the trustees. On the other hand, it was pressed that, so far from cutting down the remedies of creditors, the course of the Legislature had been to facilitate the recovery of debts. The following cases were referred to: *Burlinson v. Hall* (32 W. R. 492, 12 Q. B. D. 347), *Tancred v. Delagoa Bay and East Africa Railway Co.* (32 W. R. 15, 23 Q. B. D, 239), *Foligno's Mortgage* (32 Beav. 131, 12 W. R. Dig. 197).

THE COURT (Lord HALSBURY, L.C., and A. L. SMITH and RIGBY, L.JJ.), allowed the appeal.

A. L. SMITH, L.J., in the course of his judgment, said that it was most peculiar that a man should come into court saying he was owed £400 only, and the court should make an order for the payment of £1,000 to him. Mr. Marten admitted that if the fund had been in court, the only order possible would have been to pay to Jeffery what he was entitled to. It was clear that Kekewich, J., was wrong in making an order that Jeffery should administer £600 over and above what he was entitled to. The trustee was clearly right in protesting against the order made on him to pay over the whole of the £1,000. The appeal must be allowed.

RIGBY, L.J., was of the same opinion, that the trustee was not bound to pay the £1,000, having had notice of puisne incumbrancers. He rested his decision on the acknowledged practice of the Court of Chancery in such cases. If the money had been in court, it would not have been paid out to the first mortgagee, and, if so, why should the trustee be bound to hand it over? It was his duty to distribute the fund to those who were entitled to it in their proper proportions. The originating summons was entirely wrong and misconceived, and must be dismissed, with costs. Appeal allowed.—COUNSEL, *Warrington*, Q.C., and *Johnston Edwards*; *Marten*, Q.C., and *W. G. Lemon*. SOLICITORS, *Edward F. M. Ryan*; *Hepburn, Son, & Coutts*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

THE SHOE MACHINERY CO. (LIM.) *v.* **CUTLAN**—No 2, 11th November.

ACTION FOR INFRINGEMENT OF PATENT—PARTICULARS OF OBJECTION—JURISDICTION OF COURT OF APPEAL TO ALLOW AMENDMENT AFTER TRIAL—46 & 47 VICT. c. 57, s. 29, SUB-SECTION 5—R. S. C., LVIII., 4.

This was a motion by the defendants in the action, who had given notice of appeal from the judgment of Romer, J., that they might be at liberty to adduce further evidence upon the hearing of the appeal. The action was brought to restrain the infringement by the defendants of certain patents belonging to the plaintiffs. The defendants by their defence alleged (*inter alia*) that by the specifications of twelve English patents which were specified in their particulars of objections, the plaintiffs' patents were anticipated, or, in the alternative, that they had not infringed. At the trial before Romer, J., his lordship held that two of the patents of the plaintiffs were not anticipated by any of the specifications mentioned in the particulars of objections, that the defendants had infringed, and granted the plaintiffs an injunction. The defendants gave notice of appeal, and now moved that they might be at liberty to amend their particulars of objection by adding as anticipations the specifications of seven American patents, and also might be at liberty to adduce fresh evidence upon the hearing of the appeal. It was urged before the Court of Appeal on behalf of the defendants that the omission to discover prior to the trial the existence of the American patents was caused by the error of the person employed to search at the Patent Office. Two points were raised before the Court of Appeal—(1) That the Court of Appeal had no jurisdiction to allow the amendment of the particulars of objections; and (2) that upon the merits the amendment ought not to be allowed.

A. L. SMITH, L.J., in delivering his judgment, pointed out that the trial before Romer, J., lasted five days, and that the defendants were asking the court to overhaul Romer, J.'s judgment as to the twelve cases of anticipation alleged at the trial, and also to go into the seven new cases of anticipation which were sought to be introduced by the amendment. His lordship stated that he for one would be very reluctant to accede to such an application, because the result might easily be that the Court of Appeal would be inundated with such applications, and have in effect to undertake the trial of actions. It was said that the court had no jurisdiction to allow the amendment. In his lordship's opinion, the Court of Appeal had jurisdiction to allow it. Again, it was said that by section 29, sub-section (5), of the Patents, Designs, and Trade-Marks Act, 1883, it was enacted that any amendment of the particulars of objections should be made by the court or a judge, and that by the expression "the court or a judge" was meant a judge of first instance, and not the Court of Appeal. But his lordship pointed out that ord. 58, r. 4, of the Rules of the Supreme Court, 1883, was express on the point, "The Court of Appeal shall have all the powers and duties as to amendment and otherwise of the High Court," &c., and he, therefore, held that a patent action and an action of any other kind stood in the same position with regard to the power of amendment, and that there was no difference in that court as to the law in a patent action and in any other action. If authority was needed, the case of *Cropper* v. *Smith* (33 W. R. 60), in the Court of Appeal, was a decision that the Court of Appeal had power to order an amendment of particulars of objections. On the question whether the amendment ought to be allowed under the circumstances of the particular case, his lordship pointed out that if the amendment were allowed, the result would be that the Court of Appeal would have to try not only the validity of the twelve objections originally relied upon, but also of the seven new objections, which would be most inconvenient. Further, the defendant would not, if he sought to get the plaintiff's patents revoked, be subject to any estoppel, having regard to the decision in *Re Desley's Patent* (1895, 1 Ch. 687). For these reasons, although the power to allow the amendment existed, his lordship was of opinion that it would not be right to grant the leave asked for. The application would be dismissed, with costs.

RIGBY, L.J., concurred.—COUNSEL, *T. Terrell*, Q.C., and *Micklem*; *Moulton*, Q.C., and *Lawson*. SOLICITORS, *Sharpe, Parker, & Co.*; *J. H. & J. V. Johnson*, agents for *Dennis & Faulkner*, Northampton.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

High Court—Chancery Division.

BUCKELL *v.* **KING AND KORAL**—Chitty, J., 7th November.

LANDLORD AND TENANT—LEASE—LESSORS COVENANTS—NOT TO LET ADJOINING PROPERTY BELONGING TO HIM FOR PURPOSE OF A TRADE—AFTER-ACQUIRED ADJOINING PROPERTY.

In June, 1888, the defendant King, hereinafter called the lessor, being the owner of four shops and houses in Maryon-terrace, Hampstead, demised No. 3 for twenty-one years to the plaintiff, who covenanted not to carry on any trade or business other than that of a coffee and dining or refreshment house keeper, except with the lessor's permission, *the lessor at the same time covenanting that he would not during the said term let, or permit to be let, any of the adjoining shops or houses belonging to him to be used as coffee, dining, or refreshment rooms.* Subsequently to the said demise, the lessor became the owner of a shop and house at No. 5, Maryon-terrace, and in June, 1894, he demised it for twenty-one years to the defendant Koral, who covenanted not to do, or suffer to be done, on the premises any act which might be or grow to be an annoyance, damage, or disturbance of the lessor or his tenants, and to use and keep the premises as and for a baker's and confectioner's shop only, and not to sell any tea or coffee in cups, or cuts from joints of meat on the said premises. The plaintiff having reason to believe that Koral, though knowing of the lessor's covenant, was selling tea and coffee in cups and cuts from joints of meat, and otherwise using the premises as a coffee, dining and refreshment rooms, brought this action for an injunction to restrain the lessor from letting or permitting

to be let, and Koral from using No. 5, Maryon-terrace as a coffee, dining or refreshment rooms, and for an injunction to restrain Koral from doing or suffering to be done on the said premises any act which might be or grow to the annoyance, damage, or disturbance of the plaintiff, and from using or keeping the said premises otherwise than as and for a baker's and confectioner's shop only, and from selling any tea or coffee in cups, or cuts from joints of meat on the said premises. The lessor pleaded that the acts, if done, had been done without his consent and against his wishes, and submitted that his covenant against letting, &c., contained in his lease to the plaintiff was never intended to, and did not, apply to any premises except such premises as he owned at the date of such lease. The defendant Koral denied the acts complained of, denied any notice of the lessor's covenant, and contended that the plaintiff could not enforce the covenant of 1894 against him for want of privity. By arrangement the question of the construction of the lessor's covenant was taken first. The plaintiff contended that the lessor's covenant applied to his after-acquired adjoining property.

CHITTY, J., said that the words "adjoining shops or houses belonging to him" contained in the lessor's covenant, *primâ facie*, meant "adjoining shops or houses *then* belonging to him"—*i.e.*, belonging to him at the date of the lease. His lordship could not adopt the plaintiff's construction. The words had a reasonable meaning as applied to the property at that time. His lordship did not know how far the plaintiff would ask him to go if he adopted his construction. The lessor might now be the owner of all the other adjoining houses, but they were not covered by the covenant. The action would be dismissed against both defendants, with costs.—COUNSEL, *Byrne*, Q.C., and *Wurtzburg*; *Eustace Smith*; *Harold Hodge* for *Adam Walker*. SOLICITORS, *Brighten & Lemon*; *Conrad Fitch*; *J. Wilton Fry & Co.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

FLORENCE *v.* PADDINGTON VESTRY—Chitty, J., 9th November.

METROPOLIS MANAGEMENT ACTS—SEWER—DRAIN—LIABILITY TO REPAIR—CONNECTION WITH DRAIN—EFFECT OF MAKING UNLAWFULLY—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), ss. 67-83, s. 250—METROPOLIS MANAGEMENT AMENDMENT ACT, 1862 (25 & 26 VICT. c. 102), ss. 44-48, s. 61.

The substantial question in the above action was whether the pipe draining the plaintiff's premises, Nos. 149 and 151, Church-street, Paddington, was a "drain," and repairable as such by the plaintiff, or a "sewer," and repairable as such by the vestry under the Metropolis Management Acts in the following circumstances. The plaintiff bought the fee simple of the property in the year 1894. Shortly afterwards he received from the vestry a notice under section 3 of the Public Health (London) Act, 1891 (54 & 55 Vict. c. 76), to abate a nuisance from a defective drain on the above-named premises. The plaintiff accordingly opened up the drain, and then for the first time discovered that other premises at the rear thereof not owned or occupied by him, consisting of a hall, known as Providence Hall, and a stable, were drained into the drain complained of. It appeared that Providence Hall was erected in 1865 on ground then belonging to, and forming part of, the curtilage of the plaintiff's premises, and that the drainage communication with the plaintiff's premises in each case was made about the year 1871 by the then occupant of the stables, which were, then and now, a separate tenement, without the authority of the vestry, and the only permission obtained was that of the then tenant of part of the curtilage before mentioned, who was prohibited by his lease from giving it, no other permission being asked. The plaintiff when he purchased made no special inquiry as to the drainage. By the Metropolis Management Act, 1855, s. 250, "the word 'drain' shall mean and include any drain of, and used for, the drainage of one building only, or premises within the same curtilage, . . . and shall also include any drain for draining any group or block of houses by a combined operation under the order of any vestry or district board; and the word 'sewer' shall mean and include sewers and drains of every description except drains to which the word 'drain' interpreted as aforesaid applies." The plaintiff relied on *Kershaw* v. *Taylor* (44 W. R. 28; 1895, 2 Q. B. 208, 471). For the defendant, *dicta* of North, J., in *Bateman* v. *Poplar District Board* (36 W. R. 501, 37 Ch. D. 272, p. 276), and of Lord Coleridge, C.J., in *Meader* v. *West Cowes Local Board* (40 W. R. 676; 1892, 3 Ch. 18, p. 27), were referred to, and *Kershaw* v. *Taylor* was sought to be distinguished on the ground of there having been an express order of the sanitary authority there approving the plans for drainage, and nothing to affect the respondent with notice that these plans were not followed by the builder, and it was contended that if the plaintiff here had made the proper inquiries when he purchased the property, he would have discovered what had been done.

CHITTY, J.—It appears to me that *Kershaw* v. *Taylor* governs the present case. The connection here was made without the consent of the local authority or the owner of the house. In *Kershaw* v. *Taylor* a scheme of drainage had been approved by the local authority, but the drains constructed were not in accordance with the scheme. Consequently, in both cases the drain was unlawfully made and not under any order from the local authority. The Court of Appeal in *Kershaw's case* had not to deal with the question of estoppel as against the builder Gatfield, but held that the respondent Taylor was not estopped: see judgment of Lord Esher, M.R. That is this plaintiff's case. There is no estoppel affecting him. The fact remains that the drain was unlawfully made here as there; but Taylor was not bound by anything done by Gatfield, and this plaintiff does not claim through the wrongdoer. It was said that I ought to deal with *Kershaw* v. *Taylor* as if Taylor had found out that there was an order, but had no notice of any irregularity, and the vestry's counsel rested their case on notice. But this plaintiff had no notice that anything unlawful had been done, and there was no duty on him in law to inquire as to the drainage of the property and the surrounding tenements. There is no ground for suggesting that the plaintiff here had any notice. I hold that there is no substantial distinction, in fact, between the two cases, and consequently I am bound by the decision of the Court of Appeal.—COUNSEL, *Byrne*, Q.C., and *MacSwinney*; *Farwell*, Q.C., and *T. A. Nash*. SOLICITORS, *Lydall & Sons*; *John H. Hortin*.

[Reported by J. F. WALEY, Barrister-at-Law.]

MILLER *v.* COLLINS—Stirling, J., 2nd and 9th November.

MARRIED WOMAN—REVERSIONARY INTEREST—TRUST FUNDS INVESTED ON MORTGAGE OF REALTY—3 & 4 WILL. 4, c. 74, s. 77.

This case raised the question whether an assignment by a married woman of her interest in a reversionary fund invested upon a mortgage of real estate under a settlement executed before Malins Act (20 & 21 Vict. c. 57) was valid or not. The action was brought by the purchaser under an agreement dated the 7th of July, 1894, claiming a return of his deposit on the ground that the vendor had not shewn a good title. By the said agreement of the 7th of July, 1894, the plaintiff agreed to purchase and the defendant agreed to sell the life interest of Emma Clayton, the widow of W. C. Clayton, in a sum of £1,100, the proceeds of real estate comprised in a certain indenture of settlement of the 31st day of October, 1855, and invested in real securities, for the sum of £210, whereof £21 was paid by the plaintiff as a deposit and in part payment. By the said indenture of settlement of the 31st day of October, 1855, certain real estate was conveyed unto and to the use of R. A. Dufty and his heirs upon trust to pay the rents thereof to W. C. Clayton for life, and after his death upon trust for the said Emma Clayton during her life or widowhood with remainders over. And it was thereby declared that it should be lawful for the said R. A. Dufty to sell the said premises and to invest the moneys produced by any such sale in any of the public stocks or upon mortgages of freehold, copyhold, or leasehold premises. The said settlement did not authorize the proceeds of sale to be invested in the purchase of land. Prior to the 21st day of July, 1869, the said R. A. Dufty, in pursuance of the said power contained in the said indenture of settlement, sold the whole of the real estate comprised therein and on the 21st day of July, 1869, the whole of the trust funds consisted and still consist of the sum of £1,100 invested on mortgage securities. By an indenture dated the 21st day of July, 1869, the said W. C. Clayton and Emma Clayton purported to assign to Edward Hardy all the right and interest of them respectively in and to the dividends, interest, or annual produce arising from the said trust fund of £1,100. The said indenture was duly acknowledged by the said Emma Clayton under the Fines and Recoveries Act. The defendant derived his title from the said Edward Hardy. The plaintiff objected to the title shewn by the defendant as aforesaid, and contended that the indenture of the 21st of July, 1869, was invalid and ineffectual to pass the reversionary life interest of the said Emma Clayton in the said mortgage moneys, inasmuch as the settlement under which she claimed such life interest was made prior to the 31st day of December, 1857, the date of the commencement of Malins' Act. For the defendant it was contended that Mrs. Clayton's interest was an interest in land within the meaning of section 77 of the Fines and Recoveries Act, and that the assignment, having been acknowledged under that Act, was valid.

STIRLING, J., in delivering his judgment, said that upon the question whether or no the interest in question was an interest in land, the critical moment to be regarded was the date of the execution of the assignment, and it must be ascertained whether, at the moment of the execution of the deed, the married woman was or was not entitled to an interest in realty. If she was then entitled to an interest in realty she could convey it by deed acknowledged under the Fines and Recoveries Act, but if she was not so entitled then apart from Malins' Act, a married woman could not convey her interest. His lordship referred to *Re Durrant and Stoner* (18 Ch. D. 106) as clearly illustrating the principle, for there, although the investment in land had been made by trustees in breach of their duty, yet it was held that because the interest of the married daughters was in fact, at the time of the conveyance by them, an interest in land, they were bound by their deed, acknowledged under the Fines and Recoveries Act. His lordship then referred to cases in which it has been held that a married woman could convey her reversionary interest in real estate vested in trustees upon trust for sale so long as no sale had actually taken place. It had been decided in *Re Algeo* (Ir. Rep. 2 Eq. 485), that where land was vested in trustees for sale, and after a sale had taken place and the proceeds of sale had been invested in pure personalty, the married woman had ceased to have an interest in land and could not convey a reversionary interest in the property. But in the present case the proceeds of sale had not been invested in pure personalty but upon a mortgage of real estate. His lordship then referred to the cases of *Briggs* v. *Chamberlain* (11 Hare 69), *Williams* v. *Cooke* (11 W. R. 504), and *Re Norton's Trusts* (33 Ch. D. 181). His lordship also referred to the decision of Pearson, J., in *Re Watts* (27 Ch. D. 318), where a testator bequeathed in trust for charities (*inter alia*) a sum of £100 due to him upon the security of a mortgage of the life interest of a lady, under her father's will in a sum of £3,800, invested in the names of trustees upon mortgages of real estate, and it was held that under the mortgage to secure the £100, the testator took no interest in land within the meaning of the Mortmain Act. His lordship considered that he was bound by the above-mentioned decisions in *Re Norton's Trusts* and *Re Watts* to hold that at the date of the indenture of the 21st day of July, 1869, Mrs. Clayton's interest in the property in question was not an interest in land but in personalty, and, therefore, that that indenture was ineffectual to pass her interest.—COUNSEL, *Hastings*, Q.C., and *T. Pemphis*; *Willis Bund*. SOLICITORS, *Atkinson & Dresser*, agents for *Truman*, Nottingham; *Kennedy, Hughes, & Kennedy*, agents for *J. A. Hughes*, Wrexham.

[Reported by WM. SCOTT THOMPSON, Barrister-at-Law.]

EDWARDS v. **JENKINS**—Kekewich, J., 12th November.

CUSTOM—RIGHT OF RECREATION—INHABITANTS OF A PARTICULAR DISTRICT—ADJOINING PARISHES.

This was an action by the plaintiff, who was in possession of a piece of land in the parish of Beddington, Surrey, against the defendant and other inhabitants of the parish, to restrain a trespass on the plaintiff's land. The defendants claimed, on behalf of themselves and the inhabitants of two adjoining parishes, that the land had from time immemorial been an open piece of common land, and that there had been, and still was, an ancient custom in the said parish of Beddington for all the inhabitants for the time being of the said parish and of two adjoining parishes to use the same for recreation, and for exercising and playing all lawful games, sports, and pastimes upon the said piece of land, and that for such purposes the said inhabitants were entitled to access to the said piece of land. It was objected, on the part of the plaintiff, that the inhabitants of one parish could not claim a custom together with the inhabitants of other parishes, whilst, on behalf of the defendants, it was urged that a claim by the inhabitants of a particular district was good, and that the three parishes constituted such a district.

KEKEWICH, J., said that the objection raised by the plaintiff was sound, a custom alleged of more than the inhabitants of a particular district was bad, a district being some division of a county defined by law, a number of parishes could not be said to constitute such a district.—COUNSEL, *Warrington*, Q.C.; *Clode*; *Johnstone Edwards*; *Baildon*. SOLICITORS, *Crouch, Edwards, & Heron*; *J. D. B. Lewis*.

[Reported by F. T. DUKA, Barrister-at-Law.]

Winding-up Cases.

GREAT NORTHERN RAILWAY CO. v. **THE COAL CO-OPERATIVE SOCIETY (LIMITED)**—Vaughan Williams, J., 8th November.

INDUSTRIAL AND PROVIDENT SOCIETY—COMPANY—WINDING UP—DEBENTURES—BILL OF SALE—NON-REGISTRATION—DEBENTURE-HOLDERS—BILLS OF SALE ACTS, 1854 (17 & 18 VICT. C. 36), 1878 (41 & 42 VICT. C. 31), AND 1882 (45 & 46 VICT. C. 43), S. 17.

This was the further consideration of a debenture-holders action, which raised the question whether certain debentures were or were not within the Bills of Sale Acts. The defendant society was established in 1872, and registered under the Industrial and Provident Society Act, 1862. Section 17 of the Bills of Sale Act, 1882, is as follows: "Nothing in this Act shall apply to any debentures issued by any mortgage, loan, or other incorporated company, and secured upon the capital, stock, or goods, chattels, and effects of such company."

VAUGHAN WILLIAMS, J., delivered judgment as follows:—As far as I can see the question that I have to decide is one which at present is not decided. There is no direct authority. It is really, as far as I can see on the authorities, an open question, and I must decide it as best I can. Now the first Bills of Sale Act passed in 1854 was an Act passed with a specific object, which is stated in the preamble of the Act which is entitled "an Act for preventing frauds upon creditors by secret bills of sale of personal chattels" and begins with a recital: "Whereas frauds are frequently committed upon creditors by secret bills of sale of personal chattels, whereby persons are able to keep up the appearance of being in good circumstances." Now the Act of 1854 is made to apply in favour of specified persons, and of those persons only—those persons being really execution creditors, and assignees in bankruptcy, and trustees under deeds for the benefit of creditors generally—that Act was amended in 1878, but the Act of 1878 was passed, as far as I understand, for the same object and for the protection of the same classes as the Act of 1854. Both Acts were passed to prevent the same mischief (*i.e.*, frauds on creditors) and for the protection of the same persons, *i.e.*, either individual creditors who had obtained judgment and issued execution, or creditors generally who got execution in the shape of bankruptcy. There is nothing in the Act which indicates that there was any intention to afford any special protection to liquidators of companies in liquidation. Then one comes to the Act of 1882. The Act of 1882 has a very much wider scope than either of the previous Acts. It is not only intended for the prevention of frauds upon creditors, but it is also intended for the protection of debtors and those who are in need against those who are apt to take advantage of their necessities to prey upon them and defraud them. So it is a natural consequence that one should find that the Act of 1882 does not only apply, as the Acts of 1854 and 1878 did, to a case where the grantee remained in possession of the property, notwithstanding the bill of sale, but also applies in the case of bills of sale, grants, and charges which are given as security for debts or advances and to cases where the grantee may be in actual possession. Now that being the short history of the Acts, one finds in the Act of 1882 (s. 17) the provision upon which so much has been said to-day. That section runs—[His lordship read the section, and went on:—] Those who have argued on behalf of the debenture-holders come and say, in the first place, the Bills of Sale Acts, whether you take the two earlier Acts or the later Act, have no application whatever to Bills of Sale and similar instruments issued by corporations. They say the two earlier Acts did not apply to corporations at all, and they further say that with regard to the Act of 1882 (which has to be construed with the Act of 1878—an Act still in force—the Act of 1854 having been repealed) that not only does the Act of 1882 itself not apply to bills of sale or debentures issued by companies but also that the Act of 1878, which has to be read with the Act of 1882 as one Act, can no longer apply if it did apply to debentures issued by corporations or incorporated companies, and it is claimed by those persons who hold these debentures that they are persons holding debentures issued by an incorporated company within the meaning of section 17. On the other hand it is argued on behalf of the liquidator, that the Act of 1854 and the Act of 1878 did apply, and the Act of 1878 does apply to debentures or bills of sale or charges issued by corporations or companies and that with regard to section 17 of the Act of 1882, whatever it can do in the case of an incorporated company, the present society is not an "incorporated company" within the section with the result that under the older Acts and under the later Act the companies remain liable to the provisions of the Bills of Sale Acts generally. A good deal of light is thrown on these contentions by the decision of Bowen, L.J., in *Re The Standard Manufacturing Co.* (39 W. R. 367, 1891, 1 Ch. 627). In that case Bowen, L.J., undoubtedly puts it that the judgment of the court is based upon the ground that mortgages or charges of any incorporated company for the registration of which other provisions have been made by the Companies Clauses Act, 1845, or the Companies Act, 1862, are not within the Bills of Sale Act, 1878. If that is the whole of the decision of the Court of Appeal, I hold that the present society is not entitled to the benefit of that decision. It does not come within the scope of it at all. This society is not a company in which the registration of mortgages or charges is provided for by either of these two Acts, or indeed by any other Act. The result is that these debenture-holders are not entitled to say that they are exonerated from the provisions of the Bills of Sale Acts by reason of this decision of Bowen, L.J., because that decision is in terms applicable only to companies for the mortgages and charges of which provision is made for registration by the two Acts. That being so, I cannot myself hold that that decision is one that the debenture-holders can successfully rely on. I have therefore to look at section 17 and see whether these debentures come within that section irrespective of Bowen, L.J.'s decision. I hold that this society does not come within it. The ground I should like best to put it on is the simple one that section 17 excludes from the operation of the Act of 1882 "companies," and that this is not a company, it is a corporation which bears the name of "society." The word "company" has come to have a very well-recognized meaning. There are various legal "companies," but this "society" does not come within the connotation of the word in any of its legal meanings. I think that alone would be sufficient ground for saying that the section is defined by the Legislature in favour of companies, and that if the Legislature had intended to include all sorts of corporations nothing would have been easier for the Legislature to do than to say so in plain terms. Though I think that a sufficient ground, I should like to add as a further ground that the absence of provisions for registration is a reason why the Legislature may very well have drawn the line between companies in respect of which there is such a provision made and corporations in respect of which there is no such provision. But it is my duty still to look at this decision of Bowen, L.J., and to see whether there is anything else in it which is either binding on me, or which I ought, in deference to Bowen, L.J., to follow. There is nothing that is binding on me. The question was distinctly raised in *Re Standard Manufacturing Co.* (*supra*). Aye or no, were corporations generally bound by the Bills of Sale Acts, irrespective of the effect of section 17? Bowen, L.J., looks at the Bills of Sale Acts. He points out that bills of sale charges or debentures issued by "companies" do not, in his opinion, come within the mischief pointed at by these Acts. He goes on, and points out that much of the language of the Acts if not apt language to use if the statutes were intended to apply to corporations, but, at the same time, he takes the definition clause under the Acts of 1878 (section 4), which does not, for this purpose, materially differ from the definition clause under the Act of 1854, and says in terms that the words of that definition clause are wide enough to cover a bill of sale or debentures issued by a company. He winds up by saying that no corporation can, in any circumstance, be within the Bills of Sale Act, 1878. It seems to me that Bowen, L.J., deliberately and studiously leaves the question open. He goes on to say that "the view that debentures like the present are not within the Bills of Sale Act, 1878, was that adopted by Pollock, B., in *John Welsted & Co.* v. *Swansea Bank* (5 Times L. R. 332: and by Lord Coleridge and Wills, J., in *Read* v. *Joannor* (38 W. R. 734, 25 Q. B. D. 300: see also *Edmonds* v. *Blaina Furnaces Co.* (35 W. R. 798, 36 Ch. D. 215), *Levy* v. *Abercarn Slate and Slab Co.* (36 W. R. 411, 37 Ch. D. 260). He then says: "We agree with this view"—*i.e.*, the view adopted in those cases—"and we think that this appeal should, therefore, be allowed, with costs both here and below." If he had stopped there I should have felt that that was such an affirmation of the view contained in those cases that it bound me. But he goes on to say, without a fresh sentence, "on the ground that the mortgages or charges of any incorporated company, for the registration of which other provisions have been made by the Companies Clauses Act, 1845, or the Companies Act, 1862, are not within the Bills of Sale Act, 1878." That is to say, he does not exclude companies generally from these Acts, but only companies in which provisions are made for the registration of mortgages. It seems to me, therefore, that Bowen, L.J., deliberately leaves open the question whether the Bills of Sale Acts apply to other companies—*i.e.*, apply to companies in the case of which no provision is made for registration. Being then at large to deal with the question, I cannot help starting with the Act of 1854, and, remembering, with regard to that Act, that at the time when the Act of 1854 was passed the Companies Act, 1862, was not passed (*i.e.*, the provisions for the registration of mortgages under the Act of 1862 were not in existence), and that whatever may have been the intention of the Legislature at the time of the passing of the Act of 1854 with regard to companies coming within the provisions of the Companies Clauses Act, 1845, the Legislature cannot have had any intention with reference to companies under the Companies Act, 1862. But with regard to those companies it seems that the decision of Bowen, L.J., is impossible to reconcile with

Deffell v. *White* (15 W. R. 68, L. R. 2 C. P. 144) and *Shears* v. *Jacob* (14 W. R. 609, L. R. 1 C. P. 513), in which it was held in 1866 that the Bills of Sale Acts did apply to companies under the Companies Act, 1862. I assume that the company in *Deffell* v. *White* was a company under the Companies Act, 1862, from the date of the case (1866). In *Shears* v. *Saish* the company is stated in terms to be a company "limited." With regard to the residue of the authority, there is some each way. There is a decision by Pearson, J., in *Attenborough's case, Re Cunningham & Co.* (33 W. R. 387, 28 Ch. D. 685), which is a positive decision that debentures issued by companies come within the Bills of Sale Acts, or at all events it is the expression of a very decided opinion. There should be added the case of *Ross* v. *Army and Navy Hotel Co.* (35 W. R. 40, 34 Ch. D. 43), where Kay, L.J. (then Kay, J.), said the Companies Act seemed to assume that companies under the Companies Act are within the Bills of Sale Acts. It is true they did not there avoid the security, but it was not at all on the ground that the Bills of Sale Acts had no application to such companies. On the other hand there is, as I have said, the case of *Read* v. *Joannor* (*suprà*), where Lord Coleridge expressly decides that corporations are outside the Bills of Sale Acts and the cases mentioned by Bowen, L.J., which, without at all expressly deciding, seem to me to me to assume that the Bills of Sale Acts have no application to corporations at all. I think it right to mention that it is impossible to suppose that Bowen, L.J., meant to decide the case upon the ground that the Bills of Sale Acts have no application to companies at all, because, if he had intended to decide that, the elaborate grounds which he goes into for the decision would not have been necessary; he had only to say, "This point is concluded by *Read* v. *Joannor* (*suprà*). I have, therefore, first the decision of Bowen, L.J., which is a decision that companies in which provision is made for the registration of mortgages, are not within the Act of 1878. I have to say whether I will go one step further and say that no corporations are within the Bills of Sale Acts. I do not feel disposed to go that step further. What would most dispose me to go that step further is the fact that, though Bills of Sale Acts have been in force ever since 1854, there have not been (since the two cases I have mentioned) any decision avoiding debentures as coming within the Bills of Sale Acts. Down to 1882 the reason for that is that the question could not very often arise, because the Acts of 1854 and 1878 had no operation in favour of liquidators, and so far as execution creditors were concerned the question very rarely arose, because the moment an execution was put in you got a petition and a winding-up order, and in that way the raising of the question was avoided. I hold that this industrial society is not excluded from the operation of the Bills of Sale Acts.—COUNSEL, *Buckley*, Q.C., and *A. à B. Terrell*; *Levett*, Q.C., and *Macnaghten*; *Martelli*. SOLICITORS, *W. Barrs*; *Bowen, Cotton, & Bowen*; *Mossop & Rolfe*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

DRAX *v.* **FFOOKS**—11th November.

LOCAL GOVERNMENT—REGISTRATION—RIGHT OF WOMEN TO BE ON THE PAROCHIAL REGISTER—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73) s. 2 (1), 3 (2), 43, 44 (1) AND 44 (6) (b.).

This was an appeal from the decision of the revising barrister at Milton Abbas. The appellant, who was a married woman, claimed to be put on parochial electors' list of Milborne St. Andrew in respect of the ownership of a freehold farm, she herself residing more than three miles from the parish. The claim was disallowed by the revising barrister, and she now appealed. Her claim was based on the Local Government Act, 1894, section 3 (1) of which provides that the parish council shall be elected from among the parochial electors of that parish, or persons who have within twelve months resided within three miles of the parish; section 3 (2) providing that "no person shall be disqualified by sex or marriage from being elected, or being a member of a parish council"; also on section 23 (2) which provides, with respect to the district councils, "that a person shall not be qualified to be elected or to be a councillor, unless he is a parochial elector of some parish within the district, or has during the whole of the twelve months preceding the election resided in the district, and no person shall be disqualified by sex or marriage for being elected or being a councillor . . . . ," and on section 43 which provides that "for the purposes of this Act a woman shall not be disqualified by marriage for being on any local government register of electors, or for being an elector of any local authority, provided that a husband and wife shall not both be qualified in respect of the same property." "Parochial electors" is defined in section 2 (1) as "the persons registered in such portion either of the local government register of electors, or of the parliamentary register of electors as relates to the parish," and section 44 (1) further provides that "the local government register of electors and the parliamentary register of electors, so far as they relate to a parish shall, together, form the register of the parochial electors of the parish; and any person whose name is not in that register shall not be entitled to attend a meeting and vote as a parochial elector, and any person whose name is in that register shall be entitled to attend a meeting and vote as a parochial elector unless prohibited from voting by this or any other Act of Parliament." It was contended, on behalf of the appellant, that in view of sections 3 (2), 23 (2), and 43 she was entitled to be in the list of electors. It was also said that, instead of erasing her name, the revising barrister ought to have placed a mark against it, signifying that she was entitled to be registered as a parochial elector, so that it might appear in a separate list of parochial electors in accordance with section 44 (6) (b). Counsel did not appear for the respondent.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., GRANTHAM and VAUGHAN WILLIAMS, JJ.) dismissed the appeal.

LORD RUSSELL OF KILLOWEN, C.J., said that he regretted that they had not had the assistance of counsel on both sides. The revising barrister was right. The question was whether a married woman could, in respect of the ownership of property be properly placed on the register as a parochial elector, she not residing within three miles of the parish. The question turned on the construction of various sections of the Local Government Act, 1894. The effect of section 2 (1) was that the parochial electors were to be made up of two classes, the persons on the local government register, the burgess electors, and those on the parliamentary register, and section 44 (1) said that the local government register and the parliamentary register were to constitute the parochial register. To get on the local government register, occupation of property and payment of rates was necessary. This she had not got. Could she be on the parliamentary register? She could not, for she was ineligible for that by reason of her sex. Section 3 (2) contained a provision that no person should be excluded from the district council by sex or marriage, and section 43 provided that, for the purposes of the Act, a person should not be disqualified by marriage. It was to be observed, with regard to both those sections, that neither professed to give a qualification. Therefore, for the purposes of this question, the effect of them was that, if she had had the qualification, then the fact of her being a married woman could not take it away. Counsel referred the court to section 44 (6) (*b*). That section was provided for a class of cases existing under an antecedent state of the law. The names of the persons in that class would have been erased by the revising barrister under that law, but they were now to be differently dealt with. That section did not apply to married women, because, under that antecedent state of the law, married women did not appear on the register at all.

GRANTHAM, J., said that he had had some doubt on the question until he recognised the distinction between section 3 (2) and section 43. The former said neither sex nor marriage should disqualify, and the latter was confined to removing the disqualification of marriage. And as neither a married or unmarried woman could get on the Parliamentary register, section 43 did not touch women with an ownership qualification at all.

VAUGHAN WILLIAMS, J., said that the appellant was not disqualified because of sex, but because she had not the proper qualification for the Parliamentary franchise. It might be that it was because of her sex that she had not that franchise. Still she was without it, and it was the absence of that franchise, and not her sex, that was the disqualification.—COUNSEL, *Macmorran*. SOLICITOR, *H. W. Parker Blandford*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Solicitors' Cases.

LILES *v.* **TERRY**—C.A. No. 1, 7th November.

SOLICITOR—CLIENT—GIFT TO SOLICITOR'S WIFE—INVALIDITY.

This was an appeal from the judgment of Charles, J., in favour of the defendants at the trial of the action without a jury. The plaintiff was an elderly spinster lady and the defendants were a solicitor and his wife, she being the plaintiff's niece. The action was brought to set aside a deed made in October, 1892, whereby the plaintiff had assigned certain leasehold premises at Walworth to the male defendant upon trust for the plaintiff for life, and then to her sister for life (the sister was since deceased), with reversion to the female defendant for her own separate use and benefit absolutely. The defendant had acted as the plaintiff's solicitor in some litigation in which the plaintiff recovered the premises in question, and the plaintiff told the defendant that, if he would make no charge for acting for her, she would leave the premises in question by her will to her niece, the defendant's wife. The plaintiff alleged that she went with her sister to a boarding-house in London, where the defendant was stopping. He produced a will which she signed. The will contained no mention of the premises in question, and the plaintiff said that, after she had signed the will, the defendant produced another document, which was the deed now sought to be set aside. The defendant told the plaintiff it was a separate deed dealing with the premises, and she thereupon executed it, but she stated in her evidence that she was not told, and did not know, that the deed was an irrevocable conveyance. The defendant, having become insane, was not called at the trial, but an independent person who witnessed the plaintiff's signature to both documents was called on behalf of the defence, and he stated that the defendant explained both the will and the deed to the plaintiff before she signed them. Charles, J., was of opinion that there had been no undue influence by the defendant, and that the matter had been thoroughly explained to the plaintiff, and that the deed as executed carried out the plaintiff's then wishes. On these grounds the learned judge gave judgment for the defendants. The following cases were cited in the course of the arguments: *Goddard* v. *Carlisle* (9 Price 169), *Morgan* v. *Minett* (6 Ch. D. 638), *Allcard* v. *Skinner* (36 Ch. D. 145), *Huguenin* v. *Baseley* (14 Ves. 273), *Tyars* v. *Alsop* (61 L. T. 8), *Hunter* v. *Atkins* (3 My. & K. 135), *Rhodes* v. *Bate* (1 Ch. App. 256), *Gibson* v. *Jeyes* (6 Ves. 267).

THE COURT (Lord ESHER, M.R., LOPES, and KAY, L.JJ.) allowed the appeal.

Lord ESHER, M.R., said that the question was whether by virtue of a definite rule of equity the court was bound to set aside the deed of conveyance executed by the plaintiff. He was of opinion that the facts as found by Charles, J., represented the truth—that was to say, the intentions of the plaintiff were carried out, and the difference between a will

which she could revoke and a deed which was irrevocable was explained to her, and she understood the effect of what she was doing. The deed was not intended to benefit the solicitor, and it could not not do so; it was intended to benefit the solicitor's wife, who was the plaintiff's niece. In spite of all that, however, the rule established by the courts of equity was that because the defendant was a solicitor, and because the plaintiff had no independent advice, the gift was void, and the solicitor's wife must lose all the benefits which the plaintiff had previously intended to confer upon her. The rule of equity was that the presumption of undue influence in cases such as this was a presumption of law, and one, therefore, which could not be met or refuted by any facts. That was the rule laid down by Turner, L.J., in *Rhodes* v. *Bat* (*ubi sup.*), who was the safest possible guide to follow in equity matters; but his lordship added that he thought the rule a most unfortunate one, which might in certain cases work terrible injustice. That being the rule, this deed of conveyance must be set aside, and the appeal would be allowed.

LOPES, L.J., concurred, but said that he differed from the Master of the Rolls as to the rule in question being an unfortunate one. Although being a hard and fast rule it might sometimes produce hardship, it was nevertheless founded upon public policy, and in most cases was highly beneficial. The authorities established the principle that a gift to a solicitor from a client while the relationship of solicitor and client was still subsisting, or whilst any influence from that relationship lasted, was invalid. To render such a gift valid, the relationship must be entirely at an end. It was no avail that the solicitor had thoroughly explained the matter to the client. The solicitor must tell the client that she must have some independent advice. It was not necessary to go through all the cases, but he would refer to *Rhodes* v. *Bate* (*ubi sup.*) as a valuable authority. In that case Turner, L.J., said, "I take it to be a well-established principle of this court, that persons standing in a confidential relation towards others cannot entitle themselves to hold benefits which those others may have conferred upon them, unless they can show to the satisfaction of the court that the persons by whom the benefits have been conferred had competent and independent advice in conferring them." That established the principle which governed this case. It was not necessary to refer to the evidence or to say whether he came to the same conclusion on the evidence as the Master of the Rolls had done. He did not think any valid distinction could be drawn between the case of gift to a solicitor and a gift to his wife. It was clear that in the latter case the solicitor must derive some advantage from the gift. He based his decision on the inflexible rule of equity.

KAY, L.J., came to the same conclusion, but said that he entirely dissented from the comments of the Master of the Rolls. The rule was a rule of public policy of the highest importance. When one person was under the influence of another by reason of some relationship existing between them, that other person was not allowed to accept any benefit from a gift from the former unless the donor before making the gift had some independent and competent professional advice. In *Wright* v. *Proud* (13 Ves. 136), Lord Erskine said: "Independent of all fraud, an attorney shall not take a gift from his client, while the relation subsists, though the transaction may be not only free from fraud but the most moral in its nature." Then in *Hatch* v. *Hatch* (9 Ves. 292), Lord Eldon dealt with the subject in these words: "This case proves the wisdom of the court in saying that it is almost impossible in the course of the connection of guardian and ward, attorney and client, trustee and *cestui que trust*, that a transaction shall stand, purporting to be bounty for the execution of antecedent duty." It was to be observed that there was a slight difference between the two *dicta*, because Lord Eldon used the expression that it was "almost impossible" for the transaction to stand. But the difference was explained by Turner, L.J., in *Rhodes* v. *Bate* where he said that in cases of gifts of a very trifling nature the court would not interfere, but he laid it down distinctly that where the relationship existed a gift was invalid. His lordship could not conceive a wiser rule, or one more calculated to produce in the long run more justice and equity between the parties, and the rule applied especially to cases of solicitor and client. A solicitor was bound to tell a client that he could not accept a gift from him unless the client had independent advice. That was all a solicitor had to do, and if he would not do that the transaction could not be supported. In this case the gift was not to the solicitor himself, but to his wife. That made no difference. As long ago as 1821 Richards, C.B., laid down, in *Goddard* v. *Carlisle* (9 Price, 169), that: "There is no difference in principle between a gift of this sort to a man's wife and a gift immediately to himself, if the gift to the wife be effected by undue means on the part of the husband." The basis of the rule was the impossibility of rebutting undue influence if the transaction did not take place under independent advice. Looking at the rule, and the reason for it, it was obvious that it applied just, or nearly, as strongly as where the gift was to the party's wife. With regard to the evidence in this case, his lordship did not take the same view as the Master of the Rolls and Charles, J. The plaintiff had expressed her intention of leaving her property by her will. She gave no instructions to the defendant to prepare a deed. Why, then, did he produce a deed and tell her to sign it? The plaintiff said that she never understood that the deed was irrevocable. Unfortunately the solicitor became insane, so the court only had the evidence of the man who witnessed the deed. He merely said that the provisions of the deed were explained to the plaintiff. He did not say that the plaintiff was told that the deed was irrevocable. If his lordship had tried the case he would have found it to be the fact that the plaintiff did not know the deed to be irrevocable; but he did not base his judgment in the slightest degree on the particular facts of this case. Even if the plaintiff had known exactly the effect of the deed, the principle of equity still assumed that she was acting under undue influence. He did not think that Charles, J., had paid sufficient attention to that principle, and therefore he agreed that the appeal must be allowed.—COUNSEL, *Attenborough*; *Lynch*. SOLICITORS, *J. Attenborough*; *Wilson & Son*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. Richard Pennington, J.P., in the chair. The other directors present being Messrs. H. C. Beddoe, J.P. (Hereford), W. F. Blandy (Reading), W. B. Brook, H. H. Burne (Bath), H. M. Cotton, R. Cunliffe, G. R. Dodd, W. Geare, Samuel Harris (Leicester), Gray Hill (Liverpool), John Hunter, J. H. Kays, F. Rowley Parker, Henry Roscoe, Sidney Smith, R. W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £725 was distributed in grants of relief, twenty-nine new members were admitted to the association, and other general business transacted. Mr. Richard Pennington was unanimously elected as chairman of the board of directors for the ensuing year, and a cordial vote of thanks was tendered to Mr. Henry Child Beddoe (Hereford) for his services as chairman during the past twelve months.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 12—Chairman: Mr. J. S. Wilkinson.—The subject for debate was: "That the case of *Great Northern Railway Co.* v. *Palmer* (1895, 1 Q. B. 862) was wrongly decided." Mr. Neville Tebbutt opened in the affirmative, Mr. E. R. Willett seconded in the affirmative, Mr. Trevor Roberts opened in the negative, Mr. Leader seconded in the negative. The following members also spoke:—Messrs. C. Augustus Anderson, Legg, E. A. Bell, Daniell, Herbert Smith, A. E. Clarke, W. S. Henderson. The motion was carried by four votes. The subject for debate at the next meeting of the society on Tuesday, the 19th day of November, is, "That some system of conscription should be introduced into this country."

BLACKBURN AND DISTRICT LAW STUDENTS' DEBATING SOCIETY.—Wednesday, Nov. 6—The Town Clerk of Blackburn, Mr. R. E. Fox (president of the society), in the chair.—The subject for debate was as follows: "That the case of *Broderip* v. *Salomon* (1895, L. T. 755) was wrongly decided." Messrs. Knowles, Hindle, and Riley spoke for the affirmative, and Messrs. Sharples, Cooper, and Hilton for the negative. The motion was lost by two votes.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

Monday, the 4th day of November, 1895.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice Chitty (1895—H—No. 2,622) Arthur Hill and another v The Dorman's Park Hotel Syndicate, Limited.

Mr. Justice Stirling (1875—H—No. 3,101) Thomas Hill and others v Sedden, Shepherd, & Co., Limited.

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

A correspondent says that a familiar face will be sadly missed in and about the Law Courts and offices. Mr. EDWARD JOHN COLLISON died at the age of 74 on the 2nd inst., after having faithfully served his employers for fifty-five years. His straightforward conduct and kindly disposition endeared him not only to his employers, but to every one with whom he was associated in the profession. Mr. Collison was one of the oldest members of the United Law Clerks Society, having been a subscriber since 1844.

APPOINTMENTS.

Mr. ALBERT BORRIE, solicitor, of Middlesborough, has been appointed a Commissioner to Administer Oaths. He was admitted in November, 1888.

Mr. M. T. HOUDING, solicitor, of St. Albans, has been appointed Registrar of the St. Albans County Court in the place of the late Mr. George Annesley, deceased.

Mr. EDWARD LAWRANCE BOYER, solicitor, of 6, Moorgate-street, E.C.,

has been appointed a Commissioner for taking Affidavits to be used in the Supreme Court of Western Australia, and for taking acknowledgments of deeds executed by married women in the City and County of London.

Mr. W. A. Watts, solicitor, of St. Ives, Hunts, has been appointed Clerk to the newly formed School Board for Hemingford Grey. Mr. Watts was admitted in Trinity Term, 1875, and holds other public appointments.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

EDWARD LLANFAIR LEWES and HENRY WOOLCOTT, Solicitors (Snowball, Lewes, & Woolcott), Liverpool. Nov. 4. The said Edward Llanfair Lewes will continue to carry on the practice on his own account under the style of Snowball & Lewes. [*Gazette*, Nov. 8.

INFORMATION WANTED.

Re CHARLES TYLER, deceased.—Will any SOLICITOR or other person holding or having PREPARED a WILL of CHARLES TYLER, Esq., late of Elberton, New West-end, Finchley-road, Hampstead, N.W., who died on the 2nd of November, 1895, kindly COMMUNICATE at once with the undersigned solicitors?—Dated this 9th of November, 1895. GARD, HALL, & ROOK, 2, Gresham-buildings, Basinghall-street, E.C.

Any person who may have at any time made or ATTESTED any WILL for JAMES EDWARD HAYNES, of 3, Elms-road, North Dulwich, and No. 6, Water-lane, Eastcheap, E.C., deceased, is requested to COMMUNICATE with Messrs. Whittington & Son, Solicitors, 3, Bishopsgate-street Without.

GENERAL.

It is announced that Mr. Baron Pollock, who is steadily recovering from his recent cold, is staying at Brighton.

Justices Wills, Lawrance, Wright, and Collins have, says the *Times*, been appointed additional election petition judges to fill any occasional vacancy upon the rota of judges for the trial of Parliamentary election petitions, or to assist the judges on the rota as additional judges. A divisional court, consisting of two judges, will sit on Friday next, at 3 o'clock, for the sole purpose of hearing applications under the Parliamentary Election Petitions Acts.

The Lord Chancellor, in responding for the House of Lords at the Guildhall dinner, referred "to the loss of one of its most distinguished members—I mean the loss of Lord Selborne, a distinguished judge, a great jurist, a great statesman, one of those who were most determined to defend the rights of the City of London and all other rights against the class of persons who were apparently desirous of encouraging thrift by spoliation, and encouraging charity to your neighbour by taking away that which belonged to him."

At the Guildhall dinner, on the 9th inst., the Lord Chief Justice, in returning thanks for the toast of her Majesty's judges, remarked that he happened to be the youngest in judicial standing of her Majesty's judges. "I am afraid," he said, "that, if I should have the honour of accepting the hospitality of the Lord Mayor of the City of London on some future occasion, I shall have lost that comparatively innocent character, for there is a mysterious, if not inexplicable, connection between a change of Government and the occurrence of vacancies on the judicial bench. I should not be surprised if, before this time next year, if I be again honoured with the invitation of the Lord Mayor, either upon the nomination of my noble and learned friend the Lord Chancellor, or upon the nomination of the Prime Minister, I should have been relieved of my character as junior judge."

A point of some importance in criminal pleading arose in a case tried at the Oxfordshire Assizes, says the *Times* reporter, by Mr. Justice Cave, in which Hannah Measer, 34, wife of a labourer, was indicted for wilful and corrupt perjury as a witness in the county court at Chipping Norton. There was another indictment charging her with knowingly uttering three forged receipts. The learned judge, referring to the latter indictment, pointed out that three separate offences had irregularly been joined in one indictment. Mr. Mirehouse, who (with Mr. Cumberland Jones) prosecuted on behalf of the Treasury, said that this was often done. The judge.—Show me your authority. Mr. Mirehouse cited the cases of *Reg.* v. *Haywood* and *Reg.* v. *Froome* from Roscoe's Criminal Evidence, p. 490. The judge ruled that these did not justify what had been done.

The late Mr. Benjamin, Q.C., himself one of the wittiest men of his day, used to tell, says the *Evening Standard*, among many other good stories, one of General Butler's caustic retort upon a Massachusetts judge, when Butler was practising at the bar. He was pressing for a ruling favourable to a cause he was defending, and pertinaciously held to his point in spite of much discouragement. The judge got out of patience at last, and testily exclaimed, "Mr. Butler, what do you think I sit here for?" The General quietly shrugged his shoulders, and replied, "The court has got me now." Another of the same excellent *raconteur's* "quoted instances" was quaintly illustrative of the procedure possible in some of the courts in the United States. One very hot day a case was being tried in one of the Western States. The counsel for the plaintiff had been speaking at great length, and, after referring to numerous authorities, was about to produce another imposing volume, when the judge inquired what was the amount in dispute. On being informed that it was two dollars, "Well," said he, "the weather is very hot; I am very old, and also feeble; I'll pay the amount myself." Whether the question of costs was "reserved" history sayeth not.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Nov. 18	Mr. Bolt	Mr. Pemberton	Mr. Pugh
Tuesday 19	Farmer	Ward	Beal
Wednesday 20	Bolt	Pemberton	Pugh
Thursday 21	Farmer	Ward	Beal
Friday 22	Bolt	Pemberton	Pugh
Saturday 23	Farmer	Ward	Beal

Date.	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Nov. 18	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday 19	Leach	Jackson	Carrington
Wednesday 20	Godfrey	Clowes	Lavie
Thursday 21	Leach	Jackson	Carrington
Friday 22	Godfrey	Clowes	Lavie
Saturday 23	Leach	Jackson	Carrington

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DUNCAN MCLAREN & Co, LIMITED.—Creditors are required, on or before Dec 6 to send their names and addresses, and particulars of their debts or claims, to J W Davidson, 48, Castle st, Liverpool

MULTIPLE INNER SELVAGE MACHINE, Co., LIMITED.—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to Thomas Arnold, 8, Bull's Head, Exchange chmbrs, Market pl, Manchester Jackson & Newton, solrs to the liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

JONATHAN ANDREW & SONS, LIMITED.—Petn for winding up, presented Oct 3, directed to be heard in Liverpool Nov 18 Hardings, Wood, & Wilson, 69, Princess st, Manchester Notice of appearing must reach the abovenamed not later than two o'clock in the afternoon on Nov 16

FRIENDLY SOCIETY DISSOLVED.

HEART AND HAND BENEFIT BUILDING SOCIETY, Hope Tavern, 2, Pollard row, Bethnal Green. Oct 22

SWAN FRIENDLY TONTINE SOCIETY, St. Jude's Schoolrooms, 2 and 4, Low hill, Liverpool. Nov 4

London Gazette.—TUESDAY, Nov. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A B C HOTEL ADVERTISING CO, LIMITED—Petn for winding up, presented Nov 5, directed to be heard on Nov 20. Church & Co, 9, Bedford row, solors for petitioner Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of Nov 19

BEWSEY & ROE, LIMITED.—Creditors are required on or before Dec 31, to send their names and addresses, and particulars of debts or claims, to William Hart 5, Iron gate, Derby Robotham & Co, Derby, solrs for the liquidator

CANDELARIA WATERWORKS & MILLING CO, LIMITED.—Petn for winding up presented Nov 7, directed to be heard Nov 20. N Herbert Smith, 43, Coleman st, solr to the petnrs. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Nov 19

CLEANSING SYNDICATE, LIMITED.—Petn for winding up presented Oct 31, directed to be heard Nov 20. F Hall Tomkins, 76, Chancery lane, solr to the petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Nov 15

HAMPTON LANDS AND RAILWAY SYNDICATE LIMITED (in Liquidation)—Creditors are required, on or before Dec 21, to send in their names and addresses, and the particulars of their debts or claims to Lord Arthur Butler and Edward Walmsley, 33 and 34, Gracechurch st. Smiles & Co, Bedford row, solors for liquidators

PANDORA FOLDING BOX CO, LIMITED—Creditors are required, on or before Nov 22, to send their names and addresses, and the particulars of their debts or claims, to William Hope, 5, Fenchurch st

FRIENDLY SOCIETIES DISSOLVED.

CHESHUNT AND WALTHAM CO-OPERATIVE SOCIETY, LIMITED, Beehive Cottage, Turner's hill, Cheshunt, Hertford Nov 2

GUILD OF ST. MICHAEL, Vicarage, Otterton, Budleigh Salterton, S O, Devon Nov 2

NOTTINGHAM AND NOTTS ANGLERS' ASSOCIATION, 13, Broad lane, Nottingham Nov 2

ST JAMES'S INDEPENDENT UNION BENEFIT SOCIETY, Lockhart's Cocoa Rooms, The Piazza, Covent Garden Nov 2

ST MARGARET'S CLUB AND INSTITUTE, Tyler's Green, Penn, Amersham, Buckingham Nov 2

WILLESDEN LIBERAL AND RADICAL CLUB, 34, Market place, Willesden Oct 26

SUPERSEDED FOR THREE MONTHS.

HEART IN HAND FRIENDLY SOCIETY, Schoolroom, Rushall, Bedford Nov 5

HOLMES CHAPEL CHURCH, SUNDAY SCHOOL SICK SOCIETY, St John's School, Holmes, Burnley, Lancaster Nov 5

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 1.

MORLEY, RICHARD, Manchester, Licensed Victualler Nov 30 Crummack v Morley, Registrar, Manchester Linnell, Manchester

WILLIAMS, JOHN, Bronant, Lledrod, Cardigan, Shopkeeper Dec 3 Evans v Williams, Chitty, J. Jones, Chancery lane

WILLIAMS, MARGARET, Landore, Swansea Nov 22 Williams v Williams, Chitty, J. Howell, Swansea

London Gazette.—FRIDAY, Nov. 8.

BENTLEY, JOHN, East Barnet, Herts, Hosier Dec 9 Bentley v Bentley, Stirling, J Taylor & Taylor, New Broad st

KERTON, ABIGAIL MARY ANNE, Mayes rd, Wood Green Nov 25 Kerton v Dod, Kekewich, J Pettiver, College hill

RUMBLE, SUSAN, Rose villas, New Brompton, Kent Dec 7 Rumble v Marzetti, Kekewich, J Marzetti, Gloucester rd, South Kensington

SCOTTEN, WILLIAM, Sharnford, Leicester, Farmer Dec 7 Hall v Glover, Kekewich, J Pilgrim, Hinckley, Leicester

SELLEK, TOM, Bishopston, Horfield, Glos Dec 9 Harris v Sellek, North, J Atchley, Bristol

London Gazette.—TUESDAY, Nov. 12.

HANCOCK, JOHN, Braunston, Northants, Butcher Dec 9 West v Hancock, Kekewich, J Gandy, Daventry, Northants

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 5.

APPLETT, HARVEY, Bristol, Cooper Dec 18 Johnstone, Bristol

ATWOOD, ELLEN, Islington Dec 14 Garrett, Gt James st

BENTLEY, FANNY, Minehead, Somerset Nov 12 Hole, Dunster, Minehead

BUNTING, WILLIAM, Colchester, Nurseryman Nov 30 Morshall & Potter, Colchester

CORNER, CHARLES JOHN, Islington Nov 30 Thos Dyson & Smith, Bishopsgate st Without

FAIRFIELD, JANE, Solihull, Warwick Dec 9 Sydney & Co, Birmingham

HESLING, JOHN, Wakefield, Gent Dec 14 Williams & Plews, Wakefield

HESLOP, ANN, Allendale, Northumbrld Dec 17 Brown, Newcastle upon Tyne

HEWETSON, ANNIE LOUISA, Croydon rd, Anerley Dec 1 R Miller & Co, Stephen's chmbrs, Telegraph st

HILBERS, DIANA, Brighton Dec 10 Saltwell & Co, Stone bldgs, W C

HOLLAND, FRANCIS, Alnwick Dec 6 Dickson & Co, Alnwick

HORWOOD, CHARLES, Clay Hill, Haslemere, Surrey Nov 23 Mellersh, Godalming

HUDSON, HENRY GOWAN, Roundhay, nr Leeds January 16 Simpsons & Denham Leeds

KIDD, ELIZA HARRIETT, Beddington, Surrey Dec 2 Josselyn & Sons, Ipswich

KIDD, JOHN TYRWHITT DAVY, Addlestone, Surrey, Clerk in Holy Orders Dec 2 Josselyn & Sons, Ipswich

LAMB, JOHN, Milton, Notts Jan 31 Mee & Co, Retford

MACKAY, ANDREW, Canterbury st, New Brompton, Pensioner Dec 14 Steadman, Rochester

MARSEY, ARTHUR, High Onley, Stafford, Ex Police Officer Nov 30 Adderley, Longton

MCKILL, WILLIAM, Rochdale, Tailor Dec 7 Brierley & Hudson, Rochdale

MELROSE, SOPHIA, York Dec 21 Dent, York

MERRICKS, JAMES, Ockham Bodiam, Sussex, Farmer Dec 12 Davenport & Co, Hastings

NICHOLS, JAMES, St George, Gloucester, Beer Retailer Dec 31 Tarr & Arkell, Bristol

OUGHTON, JOHN, Southampton, Gent Dec 9 Footner & Son, Romsey

PARKER, MARY, Pilsley, Derby Dec 29 Stanton & Walker, Chesterfield

ROBSON, WILLIAM, Greenhaugh, Northumbrid, Shepherd Nov 14 Baty & Fisher, Hexham

SHEPHERD, JOSEPH, Kingston upon Hull, Fishmonger Nov 16 T & A Priestman, Hull

STERNBERG, FREDERICK, Manchester, Merchant Dec 31 Boote & Edgar, Manchester

STONE, ELIZA, Horsham Nov 30 Cotching, Horsham

TAYLOR, MARY, Bootle, nr Liverpool Dec 12 Holme, Liverpool

THOMPSON, JOSEPH, Bedford Dec 31 Mee & Co, Retford

TOPHAM, Sir WILLIAM, Noirmont, Weybridge, Surrey, Knight Dec 1 Park & Co, Essex st, Strand

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 8.

RECEIVING ORDERS.

ALDER, ALBERT EDWARD, Cheltenham Cheltenham Pet Nov 2 Ord Nov 2

ALEXANDER, T, Piccadilly, Confectioner High Court Pet Aug 2 Ord Nov 5

ASHMAN, CAROLINE, Newmarket, Watchmaker Cambridge Pet Nov 6 Ord Nov 6

BLAYLOCK, THOMAS, Low Moorhouse, nr Carlisle, Farmer Carlisle Pet Nov 2 Ord Nov 4

BOSSON, JOSEPH, Birmingham, Fishmonger Birmingham Pet Nov 6 Ord Nov 6

BRADBURY, WILLIAM NIXSON, Bradford, Grocer Bradford Pet Nov 5 Ord Nov 5

CASSELL, FREDERICK ARTHUR, Blackhorse rd, Deptford, Manufacturer Greenwich Pet Oct 22 Ord Nov 5

CHAWNER, JOSEPH, Basford, Notts, Bleacher Nottingham Pet Nov 5 Ord Nov 5

CRIBB, EDWARD MORLEY, Pancras lane, Solicitor High Court Pet Oct 8 Ord Nov 5

CLARKE, JOHN, and JOSEPH RALPH PLUMLEY, Cardiff, Fruit Salesmen Cardiff Pet Nov 2 Ord Nov 2

COKER, WILLIAM, Farringdon st, Surveyor High Court Pet Oct 22 Ord Nov 5

COLES, JOHN ROBERT, Zenovia st, East Dulwich, Estate Agent High Court Pet Nov 4 Ord Nov 4

CROWTHER, TOM GREENWOOD, Halifax, Journeyman Printer Halifax Pet Nov 4 Ord Nov 4

DAWSON, RICHARD, Harrowgate, Picture Frame Dealer York Pet Nov 5 Ord Nov 5

DEVEREUX, HERBERT, West Chapel st, Mayfair Salesman High Court Pet Oct 22 Ord Nov 5

DINGLE, JOHN FREDERICK, Falmouth, Cornwall, Accountant Truro Pet Nov 6 Ord Nov 6

DRAKE, THOMAS, North Tawton, Devonshire Plymouth Pet Nov 5 Ord Nov 5

DU MOULIN, PHILIPPE, Belsize rd, Kilburn, Foreign Provision Merchant High Court Pet Nov 6 Ord Nov 6

FAIRHURST, GEORGE AARON, Bootle, Lancs, Musical Instrument Dealer Liverpool Pet Nov 4 Ord Nov 4

GILL, JOSEPH, Castletown rd, West Kensington, Clerk High Court Pet Nov 6 Ord Nov 6

HACKER, FRED, Swansea, Cabinet Maker Swansea Pet Nov 6 Ord Nov 6

HARRADON, JOHN, Sefton Park, Liverpool, Shipwright Liverpool Pet Oct 23 Ord Nov 4

HOWLET, RICHARD, Craven Arms, Salop, Steward Leominster Pet Oct 19 Ord Nov 5

HOWE, HENRY, Brundaleon, Suffolk, Engine Driver Great Yarmouth Pet Nov 5 Ord Nov 5

HUMPHRIES, JAMES MARTIN, Lowestoft, Smackowner Great Yarmouth Pet Nov 4 Ord Nov 4

HUNTER, WILLIAM HUTCHINSON, Micklegate, York, Draper York Pet Nov 6 Ord Nov 6

JACOBS, JOHN, Sunderland, Draper Sunderland Pet Oct 28 Ord Nov 4

JENKIN, GEORGE, Caerphilly, Glam, Mineral Water Manufacturer Cardiff Pet Nov 2 Ord Nov 2

JONES, CHARLES, Bicester, Oxfordshire, Baker Oxford Pet Nov 5 Ord Nov 5

JONES, MORGAN, Pyle, Glam, Farmer Cardiff Pet Nov 4 Ord Nov 4

JONES, REES, Pentre, Glam, Tailor Pontypridd Pet Nov 5 Ord Nov 5

KEATS, RICHARD, Rowley Park, Stafford, Engineer Stafford Pet Oct 21 Ord Nov 6

KEYWORTH, ANN, St Grimsby, Clothier St Grimsby Pet Nov 4 Ord Nov 4

MAYN, ARTHUR JAMES, Little Totham, Essex, Farmer Chelmsford Pet Nov 1 Ord Nov 1

MERRITT, ROBERT, Glenavon rd, Stratford, Dock Clerk High Court Pet Nov 5 Ord Nov 5

MILLER, ERNEST ADOLPH, Hillingdon st, Walworth, Baker High Court Pet Nov 5 Ord Nov 5

NYBURG, S H, Hatton grdn, Diamond Broker High Court Pet Oct 10 Ord Nov 6

OVEREND, ABRAHAM ALEXANDER, West Green rd, Tottenham, Horticultural Builder Edmonton Pet Nov 4 Ord Nov 4

PARKER, WILLIAM, Broomsleigh st, West Hampstead Importer of Trimmings High Court Pet Nov 5 Ord Nov 5

PHILLIPS, THOMAS, Lanelly, Fruit Salesman Carmarthen Pet Nov 2 Ord Nov 2

POLLARD, GEORGE, Luton, Bedfordshire, Tinman Luton Pet Nov 6 Ord Nov 6

POWELL, WILLIAM, Orcop, Herefordshire, Licensed Victualler Hereford Pet Nov 6 Ord Nov 6

REED, JOHN, Wigginton, Yorks, Tailor York Pet Nov 5 Ord Nov 5

RICHARDS, JOHN WILLIAM, Llanelly, Licensed Victualler Carmarthen Pet Nov 4 Ord Nov 4

ROOME, SAMUEL, Luton, Bedfordshire, Straw Hat Manufacturer Luton Pet Nov 4 Ord Nov 4

SARGENT, THOMAS, St Leonardgate, Lancs, Blacksmith Preston Pet Nov 5 Ord Nov 6

SHEATON, JAMES GRAY, and JAMES WILLIAM BENNETT, Minories, E C, Engineers High Court Pet Nov 4 Ord Nov 4

SMITH, JOHN JAMES, Cheltenham, Painter Cheltenham Pet Nov 5 Ord Nov 5

SMITH, EDWARD STEELE, Fenton, Staffs, Cratemaker Longton Pet Nov 5 Ord Nov 5

SNAPE, WILLIAM, Whiston, nr Cheadle, Staffs, Labourer Longton Pet Nov 5 Ord Nov 5

STREET, JAMES, Oldham, Auctioneer Oldham Pet Nov 4 Ord Nov 4

YIEND, JAMES ADOLPHUS, Wincheomb, Glos, Innkeeper Cheltenham Pet Nov 5 Ord Nov 5

ZERBENITZ, CHARLES, Forest Gate, Cabinet Maker High Court Pet Oct 22 Ord Nov 4

Amended Notice substituted for that published in the London Gazette of Oct. 25:—

DANIELL, FREDERICK, Leicester Leicester Pet Oct 4 Ord Oct 21

Amended Notices substituted for those published in the London Gazette of Oct 29.

OWEN, WILLIAM HENRY, Deansgate, Manchester, Toy Dealer Manchester Pet Oct 22 Ord Oct 24

MURTON, JOHN, and JOSEPH MURTON, Gateshead, Painter Newcastle upon Tyne Pet Oct 26 Ord Oct 26

ORDER RESCINDING RECEIVING ORDER.

CARRWYNNE, EDITH MARY, Southwick st, Hyde Park, Spinster High Court Rec Ord Sept 25, 1895 Rec Nov 5

FIRST MEETINGS.

AUSTEN, ERNEST STREATON, and GEORGE TOWNSEND, Fleet st, Advertising Agents Nov 19 at 12 Bankruptcy bldgs, Carey st

BATES, ALFRED, New Romney, Kent, Dairyman Nov 18 at 12 Young & Sons, Bank bldgs, Hastings

BEACHON, ROBERT JOSEPH, Redcar, Yorks, Draughtsman Nov 20 at 3 Off Rec, 8, Albert rd, Middlesbrough

BELLAMY, THOMAS HENRY, Ross, Herefordshire, Agricultural Engineer Nov 15 at 2.30 2, Offa st, Hereford

BLAYLOCK, THOMAS, Low Moor House, Carlisle, Farmer Nov 18 at 3 Off Rec, 29, Lowther st, Carlisle

BULLEN, FRANK, Harrogate, York Nov 18 at 12.30 Off Rec, 28, Stonegate, York

CLEWS, THOMAS, Wolstanton, Staffs, Beerhouse Keeper Nov 18 at 10.30 Off Rec, Newcastle under Lyme

COOKE, FRANCIS, Haynes, Bedfordshire, Farmer Nov 16 at 11.30 Off Rec, St Paul's sq, Bedford

CROWTHER, TOM GREENWOOD, Halifax, Journeyman Printer Nov 18 at 11 Off Rec, Townhall chmbrs, Halifax

DAVIS, ROSA, East st, Walworth, Wardrobe Dealer Nov 19 at 11 Bankruptcy bldgs, Carey st

DAWSON, RICHARD, Harrowgate, Yorks, Picture Frame Dealer Nov 20 at 12.30 Off Rec, 28, Stonegate, York

DEVALL, JOHN, Scarborough, Painter Nov 15 at 12 Off Rec, 74, Newborough st, Scarborough

EDMUNDS, THOMAS, Elmley Lovatt, Worcestershire, Farmer Nov 15 at 2 Ivens & Morton, solicitors, Kidderminster

GWYNNE, FREDERICK CHARLES, Llangenny, Precontshire Nov 19 at 2 65, High st, Merthyr Tydfil

HUNTER, WILLIAM HUTCHINSON, York, Draper Nov 21 at 12.30 Off Rec, 28, Stonegate, York

KIRBY, HAROLD, Bridlington Quay, Yorks, Confectioner Nov 15 at 3 Off Rec, 74, Newborough street, Scarborough

LEE, GEORGE HENRY, Doncaster, Provision Dealer Nov 18 at 11.30 Off Rec, Figtree lane, Sheffield

MANN, JAMES, West Bridgford, Notts, Wholesale Greengrocer Nov 15 at 12 Off Rec, St Peters Church walk, Nottingham

MILLER, ALFRED, Ryde, I W, Tailor Nov 16 at 12 Off Rec, Newport, I W

MOSSFORD, SAMSON, Bunbury, Cheshire, Sexton Nov 29 at 11.15 Royal Hotel, Crewe

MURTON, JOHN, and JOSEPH MURTON, Gateshead, Durham, Painters Nov 18 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

NIELD, JAMES, Crewe, Butcher Nov 29 at 10.45 Royal Hotel, Crewe

OWEN, WILLIAM HENRY, Deansgate, Manchester, Toy Dealer Nov 15 at 3 Ogden's chmbrs, Bridge st, Manchester

PERROTT, LEWIS, Nantymoel, Glam, Outfitter Nov 21 at 11.30 Off Rec, 29, Queen st, Cardiff

RAPER, FRANCIS, Scarborough, Butcher Nov 15 at 11 Off Rec, 74, Newborough st, Scarborough

REED, JOHN, Wigginton, Yorks, Tailor Nov 20 at 11 Off Rec, 28, Stonegate, York

ROBINSON, ROBERT, Holme Cultram, Cumbrid, Farmer Nov 18 at 2.30 Off Rec, 29, Lowther st, Carlisle

SALISBURY, JAMES PUGH, Newport, Salop, Stationer Nov 19 at 11.45 Wright & Westhead's 86 Martin's pl, Stafford

SANDERS, ROBERT, Southsea, Picture Frame Maker Nov 19 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

SHARP, GEORGE, Sheffield, Licensed Victualler Nov 19 at 12 Off Rec, Figtree lane, Sheffield

SIMPSON, JOHN PADGETT, Ripon, Yorks, Timber Merchant Nov 18 at 12 Court house, Northallerton

STANFORD, SAMUEL EDWARD, Margate, Leather Warehouseman Nov 22 at 9.30 Off Rec, 73, Castle st, Canterbury

STEPHENS, WILLIAM, Eardisland, Herefordshire, Shoemaker Nov 18 at 10 4, Corn sq, Leominster

TEASEY, ALFRED, Sheffield, Builder Nov 18 at 11 Off Rec, Figtree lane, Sheffield

THOMAS, JOHN, Pembrokeshire, Insurance Agent Nov 15 at 2.30 Off Rec, 4, Queen st, Carmarthen

TRAVIS, WILLIAM, Durham, General Dealer Nov 15 at Off Rec, 25, John st, Sunderland

WALKER, HENRY, Darlington, Durham, Innkeeper Nov 20 at 3 Off Rec, 8, Albert rd, Middlesborough

WILKINSON, CAROLINE BERTHA, Lincoln, Ironmonger Nov 21 at 12.30 Off Rec, Lincoln

WRIGHT, ARTHUR EDWARD, Roath, Cardiff, Tooldealer Nov 21 at 11 Off Rec, 29, Queen st, Cardiff

Amended notice substituted for that published in the London Gazette of Nov 5:—

BROWN, ANN ELEANOR, Selby, Yorks, Milliner Nov 13 at 12.30 Off Rec, 28, Stonegate, York

ADJUDICATIONS.

ALDER, ALBERT EDWARD, Cheltenham Cheltenham Pet Nov 2 Ord Nov 2

ASHMAN, CAROLINE, Newmarket, Watchmaker Cambridge Pet Nov 6 Ord Nov 6

BATCHELOR, FRANK ARTHUR, Hastings, Draper's Assistant High Court Pet Sept 19 Ord Nov 6

BENTON, THOMAS, Brighton King's Lynn Pet Sept 25 Ord Nov 2

BLACKISTON, A C, E H THOMAS, and ALFRED QUICK, Weedington rd, Kentish Town, Mineral Water Manufacturers High Court Pet Sept 19 Ord Nov 6

BLAYLOCK, THOMAS, Low Moorhouse, Carlisle, Farmer Carlisle Pet Nov 2 Ord Nov 4

BOULTBEE, RICHARD JOSEPH PEGGE, Buckingham, Licensed Victualler Banbury Pet Sept 25 Ord Nov 5

BRADBURY, WILLIAM NIMROD, Bradford, Yorks, Grocer Bradford Pet Nov 5 Ord Nov 5

CHAWNER, JOSEPH, Basford, Notts, Journeyman Bleacher Nottingham Pet Nov 5 Ord Nov 5

COLES, JOHN ROBERT, Zenoria st, East Dulwich, Estate Agent High Court Pet Nov 4 Ord Nov 4

CRABTREE, CHARLES EDWIN, Fallowfield, Manchester, Cotton Waste Merchant Manchester Pet Sept 23 Ord Nov 2

DINGLE, JOHN FREDERICK, Falmouth, Cornwall, Accountant, Truro Pet Nov 6 Ord Nov 6

DRAKE, THOMAS, North Tawton, Devonshire Plymouth Pet Nov 5 Ord Nov 5

DU MOULIN, PHILIPPE, Belsize rd, Kilburn, Foreign Provision Merchant High Court Pet Nov 6 Ord Nov 6

FAIRHURST, GEORGE AARON, Bootle, Lancs, Musical Instrument Dealer Liverpool Pet Nov 4 Ord Nov 4

GARRINGTON, ARTHUR, Wednesbury, Staffs, Builder Walsall Pet Oct 29 Ord Nov 1

GEDDES, WALTER, Hulme, Manchester, Warehouseman Manchester Pet Sept 4 Ord Nov 2

HORN, HENRY, Blundeston, Suffolk, Engine Driver Great Yarmouth Pet Nov 5 Ord Nov 5

HUMPHERS, JAMES MARTIN, Lowestoft, Smackowner Great Yarmouth Pet Nov 2 Ord Nov 4

JACOBS, JOHN, Sunderland, Draper Sunderland Pet Oct 16 Ord Nov 5

JONES, MORGAN, Pyle, Glam, Farmer Cardiff Pet Nov 4 Ord Nov 4

JONES, REES, Pentre, Glam, Tailor Pontypridd Pet Nov 5 Ord Nov 5

KEYWORTH, ANN, Great Grimsby, Clothier Great Grimsby Pet Nov 4 Ord Nov 4

MAYS, ARTHUR JAMES, Little Totham, Essex, Farmer Chelmsford Pet Oct 31 Ord Nov 1

MERRITT, ROBERT, Odessa rd, Forest Gate, Dock Clerk High Court Pet Nov 5 Ord Nov 5

MILLER, ERNEST ADOLPH, Westminster, Baker High Court Pet Nov 5 Ord Nov 5

OVEREND, ABRAHAM ALEXANDER, West Green rd, Tottenham, Horticultural Builder Edmonton Pet Nov 4 Ord Nov 4

PARKER, WILLIAM, Jewin Crescent, Importer of Trimmings, &c High Court Pet Nov 5 Ord Nov 5

PHILLIPS, THOMAS, Llanelly, Fruit Salesman Carmarthen Pet Oct 24 Ord Nov 2

POLLARD, GEORGE, Luton, Bedfordshire, Tinman Luton Pet Nov 6 Ord Nov 6

POWELL, WILLIAM, Orsop, Herefordshire, Licensed Victualler Hereford Pet Nov 6 Ord Nov 6

RICHARDS, JOHN WILLIAM, Llanelly, Licensed Victualler Carmarthen Pet Nov 2 Ord Nov 4

ROBINSON, ENOCH, Shudehill, Manchester, Bristle Merchant Manchester Pet Sept 19 Ord Nov 2

ROOME, SAMUEL, Luton, Bedfordshire, Straw Hat Manufacturer Luton Pet Nov 4 Ord Nov 4

SARGENT, THOMAS, Lancaster, Blacksmith Preston Pet Nov 6 Ord Nov 6

SMITH, JOHN JAMES, Cheltenham, Painter Cheltenham Pet Nov 5 Ord Nov 5

SMITH, EDWARD STEELE, Fenton, Staffs, Cratemaker Stoke upon Trent Pet Nov 5 Ord Nov 5

SNAPE, WILLIAM, Whiston, nr Cheadle, Staffs, Labourer Stoke upon Trent Pet Nov 5 Ord Nov 5

STARRY, JAMES, Oldham, Auctioneer Oldham Pet Nov 4 Ord Nov 4

WHELDON, JOHN WILLIAM, Pickering, Yorks Scarborough Pet Oct 14 Ord Nov 2

WILLACY, HARRIET, Liverpool, Baker Liverpool Pet Oct 8 Ord Nov 5

YIEND, JAMES ADULPHUS, Wincheomb, Innkeeper Cheltenham Pet Nov 5 Ord Nov 5

ADJUDICATIONS ANNULLED.

PARR, EDMUND, Tadlow, Cambs, Farmer Cheltenham Adjud July 15, 1895 Annul Oct 4

HILL, WILLIAM HENRY, Churscombe, Maridon, Devon, Farmer's Assistant Plymouth and East Stonehouse Adjud May 1, 1895 Annul Oct 16

London Gazette.—TUESDAY, Nov. 12.

RECEIVING ORDERS.

BACKHOUSE, ARTHUR, Seven Sisters' rd, South Tottenham, Draper High Court Pet Nov 8 Ord Nov 8

BAINBRIDGE, JOHN DAVIDSON, Consett, Durham, Tailor Newcastle on Tyne Pet Nov 8 Ord Nov 8

BOSANQUET, CHARLES KNIGHTON, Bristol, Commercial Traveller Bristol Pet Nov 7 Ord Nov 7

BOWEN, GEORGE EDWARD, Berriew, Montgomery, Grocer Newtown Pet Nov 8 Ord Nov 8

BURNS, CHARLES RICHARD, Reading, Ladies' Outfitter Reading Pet Oct 24 Ord Nov 7

COLLINS, FRANCIS, Old Goole, Yorks, Hay Dealer's Manager Wakefield Pet Nov 8 Ord Nov 8

CROFT, HENRY, Warwick st, Pimlico, Wine Dealer Wandsworth Pet Nov 7 Ord Nov 7

DAVISON, CHARLES, Sunderland, Tobacconist Sunderland Pet Oct 7 Ord Nov 6

DAWSON, JOSEPH RAMSAY, West Hartlepool, Auctioneer Sunderland Pet Nov 7 Ord Nov 7

DUKE, RICHARD EDWARD, Worsle rd, Wimbledon, China Dealer Kingston, Surrey Pet Nov 7 Ord Nov 7

DYSON, ALFRED EVANS, Lozella, Aston, nr Birmingham, Plumber Birmingham Pet Nov 7 Ord Nov 7

FAIRFAX, HUGH WILLIAM MAUNSELL GABBETT, Lambeth Palace rd High Court Pet Oct 9 Ord Nov 8

FEATHER, TIMOTHY, Dudley Hill, nr Bradford, Yorks, Worsted Spinner Bradford Pet Oct 30 Ord Nov 8

FOSTER, STEPHEN, St Leonards on Sea, Builder Hastings Pet Nov 7 Ord Nov 7

FROGGATT, ALFRED, Birmingham, Coal Dealer Birmingham Pet Nov 9 Ord Nov 9

FOSTER, WILLIAM HENRY, Bradford, Butter Importer Bradford Pet Nov 9 Ord Nov 9

FROWD, JAMES JENNINGS, High st, High Barnet, Clothier Barnet Pet Oct 16 Ord Nov 6

GOODING, WILLIAM HENRY, Exeter, Building Contractor Exeter Pet Oct 26 Ord Nov 7

HARDING, CHARLES HENRY, Whitwell, nr Ventnor, I W Butcher Newport Pet Nov 4 Ord Nov 4

HAWKINS, HENRY, Cardiff, Bookseller Cardiff Pet Nov 7 Ord Nov 7

HENEY, ROBERT WILLIAM, Honor Oak Park, Brockley, Advertisement Canvasser Greenwich Pet Nov 7 Ord Nov 7

KERROD, THOMAS, Brighouse, Yorks, Butcher Halifax Pet Nov 7 Ord Nov 7

KINGSTON, WILLIAM, Isle of Ely, Cambridgeshire, Farmer King's Lynn Pet Nov 8 Ord Nov 8

LANG, W, Grove rd, Balham, Builder Wandsworth Pet Oct 17 Ord Nov 7

MCCLYMONT, ALEXANDER, Catchcart rd, South Kensington, Builder High Court Pet Oct 1 Ord Nov 6

MORGAN, GEORGE THOMAS, Aberdare Junction, Glam, Builder Pontypridd Pet Nov 6 Ord Nov 6

NELSON, JOHN, Worksop, Notts, Fish Dealer, Sheffield Pet Nov 8 Ord Nov 8

NEWMAN, JOSEPH HARRADINE, Bourne, Cambridgeshire, Farmer Cambridge Pet Nov 8 Ord Nov 8

PAY, CHARLES EDWARD, Pitlake, Croydon, Builder Croydon Pet Oct 26 Ord Nov 5

PORTER, ROBERT, Whittington, Salop, Seedsman Wrexham Pet Nov 7 Ord Nov 8

POWELL, FRANCIS BARCHAM, Waddon rd, Croydon, China Dealer Croydon Pet Oct 18 Ord Nov 5

RALPH, RICHARD WILLIAM MOCKETT, Kirkley, Lowestoft, Smackmaster Gt Yarmouth Pet Nov 8 Ord Nov 8

REYNOLDS, JOHN, Weelsby, Gt Grimsby Gt Grimsby Pet Nov 7 Ord Nov 7

RILEY, MICHAEL, the younger, Hipperholme, nr Halifax Stone Miner Halifax Pet Nov 9 Ord Nov 9

RYDER, ANNE ELIZABETH, Tavistock sq, W C High Court Pet Oct 5 Ord Nov 7

SHEARD, THOMAS, Hipperholme, nr Halifax, Cabinet Maker Halifax Pet Nov 8 Ord Nov 8

SIDLEY, CHARLES, Derby, Painter Derby Pet Nov 8 Ord Nov 8

SMITH, BENJAMIN, Osney crsent, Camden Town, Manager High Court Pet Oct 11 Ord Nov 7

STRINGER, DAVID, Walton, Suffolk, Greengrocer Ipswich Pet Nov 8 Ord Nov 8

TARR, JAMES, Diptford, Devonshire, Butcher Plymouth Pet Nov 9 Ord Nov 9

TYLER, WILLIAM, Folkestone, Kent, Fishmonger Canterbury Pet Nov 9 Ord Nov 9

WOOD, ROBERT, Derby, Grocer Derby Pet Oct 26 Ord Nov 8

Amended notice substituted for that published in the London Gazette of the 22nd October:

HESSE, MAX, Chorlton-on-Medlock, Manchester, Merchant Manchester Pet Sept 5 Ord Oct 18

Amended Notice substituted for that published in the London Gazette of Nov. 5:—

GEDDES, WALTER, Salford, Manchester, Warehouseman Manchester Pet Sept 4 Ord Oct 31

COHEN, BENJAMIN, York, Tailor York Pet Oct 5 Ord Oct 31

FIRST MEETINGS.

ALDER, ALBERT EDWARD, Cheltenham Nov 21 at 3.45 County Court bldgs, Cheltenham

ASHMAN, CAROLINE, Newmarket, Watchmaker Nov 22 at 12 Off Rec, 5, Petty Cury, Cambridge

AVERY, JOB, Horsforth, Yorks, Market Gardener Nov 20 at 11 Off Rec, 22, Park row, Leeds

BAKER, JOHN, New Broad st, Solicitor Nov 22 at 11 Bankruptcy bldgs, Carey st

BARNARD, WILLIAM ROBERT, King's sq, Goswell rd, Case Manufacturer Nov 22 at 12 Bankruptcy bldgs, Carey street

BRADBURN, ALFRED, Edgbaston, Clerk Nov 22 at 11 23, Colmore row, Birmingham

BRADBURY, WILLIAM NIMROD, Bradford, Yorks, Grocer Nov 20 at 11 Off Rec, 31, Manor row, Bradford

CRUBB, EDWARD MORLEY, Panoras lane, late Solicitor Nov 26 at 11 Bankruptcy bldgs, Carey st

COLES, JOHN ROBERT, East Dulwich, Estate Agent Nov 22 at 2.30 Bankruptcy bldgs, Carey st

CRUMP, SOPHIA MATILDA, Rhoxwich, Staffs, Licensed Victualler Nov 19 at 11 Off Rec, Walsall

DEVEREUX, HERBERT, Mayfair, Salesman Nov 26 at 12 Bankruptcy bldgs, Carey st

DINGLE, JOHN FREDERICK, Falmouth, Accountant Nov 19 at 12.30 Off Rec, Boscawen st Truro

FITTON, JAMES, Rochdale, Licensed Victualler Nov 19 at 11 Townhall, Rochale

GEDDES, WALTER, Salford, Warehouseman Nov 20 at 2.30 Ogden's chmbrs, Bridge st, Manchester

GOLDRING, THOMAS WALLACE, Abchurch lane, Solicitor Nov 19 at 2.30 Bankruptcy bldgs, Carey st

GOUNON, CAROLINE PAULINE EUGENIE, Wigmore st, Dressmaker Nov 20 at 12 Bankruptcy bldgs, Carey st

HALL, GEORGE WILLIAM, Boston, Lincs, Cycle Manufacturer Nov 19 at 12 Off Rec, 48, High st, Boston

HARRISON, GEORGE, Barrow in Furness, Grocer Nov 29 at 11 Off Rec, 16, Cornwallis street, Barrow in Furness

HEAD, GEORGE, Mayfield, Sussex Nov 19 at 2.30 Spencer & Hother, 4, Dudley rd, Tunbridge Wells

HERRON, GHVIS A, Camden rd, Veterinary Surgeon Nov 19 at 12 Bankruptcy bldgs, Carey st

HESSE, MAX, Chorlton on Medlock, Manchester, Merchant Nov 20 at 3 Ogden's chambers, Bridge st, Manchester

HEWARTSON, WILLIAM HUDDLESTONE, Barrow in Furness, Grocer Nov 29 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

HORN, HENRY, Blundeston, Suffolk, Engine Driver Nov 19 at 2.40 Lovewell Blake, South Quay, Great Yarmouth

HOWELLS, JOHN, Cwmavon, Glam, Grocer Nov 20 at 12 Off Rec, 31, Alexandra ad, Swansea

HUMPHERS, JAMES MARTIN, Lowestoft, Smackowner Nov 19 at 10.15 Lovewell Blake's, South Quay, Great Yarmouth

JENKINS, GEORGE, Caerphilly, Glam, Mineral Water Manufacturer Nov 22 at 11.30 Off Rec, 29, Queen st, Cardiff

KERROD, THOMAS, Brighouse, Yorks, Butcher Nov 22 at 11 Off Rec, Townhall chmbrs, Halifax

LAWRENCE, GEORGE, Walsall, Staffs, Harness Manufacturer Nov 19 at 11.30 Off Rec. Walsall

LEAKER, WILLIAM HOWARD, Edgbaston, Restaurateur Nov 20 at 11 23, Colmore row, Birmingham

LUBELSKI, ALEXANDER, Leeds, Dressmaker Nov 20 at 12 Off Rec, 22, Park row, Leeds

LYONS, AARON, Blaina, Mon. General Dealer Nov 19 at 12 65, High st, Methyr Tydfil

MERRITT, ROBERT, Stratford, Essex Dock Clerk Nov 20 at 12 Bankruptcy bldgs, Carey st

MILLER, ERNEST ADOLPH, Hillingdon st, Walworth, Baker Nov 21 at 12 Bankruptcy bldgs, Carey st

NEEDHAM, CLEMENT, Totley, Bents, Derbyshire, Farmer Nov 19 at 2 30 Off Rec, Figtree ln, Sheffield

NEWMAN, JOSEPH HARRADINE, Bourn, Cambridgeshire, Farmer Nov 22 at 12.30 Off Rec, 5, Petty Cury, Cambridge

NYBURG, SIMON HAIM, Hatton grdn, Diamond Broker Nov 21 at 1 Bankruptcy bldgs, Carey st

PAINE, ALFRED, High st, Camden Town, Manufacturer Nov 21 at 12 Off Rec, 95, Temple chmbrs, Temple avenue E C

PARKER, WILLIAM, Jewin crescent, Importer of Trimmings Nov 20 at 11 Bankruptcy bldgs, Carey st

PERRY, HOWARD JOHN, Walsall, Staffs, Grocer Nov 19 at 10.30 Off Rec, Walsall

PRATT, GEORGE, Hinckley, Leicester Nov 19 at 3 Off Rec, 1, Berridge st, Leicester

PRIOR, THOMAS, Middlesborough Nov 20 at 3 Off Rec, 8, Albert rd, Middlesborough

PYBUS, GEORGE MORLEY, Chiswick Mall, Chiswick Nov 21 at 12.30 Off Rec, 95, Temple chmbrs, Temple avenue, E C

RALPH, RICHARD WILLIAM MOCKETT, Kirkley, Lowestoft, Smackmaster Nov 19 at 10.30 Lovewell Blake's, Sth Quay, Gt Yarmouth

RILEY, MICHAEL, the younger, Hipperholme, nr Halifax, Stone Miner Nov 22 at 12 Off Rec, Townhall chmbrs, Halifax

SHEARD, THOMAS, Hipperholme, nr Halifax, Cabinet Maker Nov 22 at 11.30 Off Rec, Townhall chmbrs, Halifax

SENIOR, THOMAS NEWTON, Leeds, Leather Merchant Nov 21 at 11 Off Rec, 22, Park row, Leeds

SPALTON, FREDERICK PEARSON, Doncaster Nov 19 at 3 Off Rec, Figtree lane, Sheffield

SPREADBURY, ROBERT, Bournemouth, Plumber Nov 19 at 12.30 Off Rec, Salisbury

SNEATON, JAMES GRAY, and JAMES WILLIAM BENNETT, Saling villas, Lower Richmond rd, Putney; Minories, E C, Engineers Nov 21 at 12 Bankruptcy bldgs, Carey st

SMITH, BENJAMIN, Osney crsnt, Camden Town, Manager Nov 22 at 12 Bankruptcy bldgs, Carey st

SMITH, JOHN JAMES, Cheltenham, Painter Nov 21 at 4.30 County Court bldgs, Cheltenham

SUDDABY, ROBERT, Easthorpe, Southwell, Notts, Builder Nov 19 at 12 Off Rec, St Peter's Church walk, Notts

SUTHERLAND, GEORGE ROSS, Willington, Lancs, Licensed Victualler Nov 21 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

TANNER, GEORGE HENRY, Gloucester, General Dealer Nov 23 at 3 Off Rec, 15, King st, Gloucester

TORRES, ANTONIO, and WILLIAM TORRES, Cardiff, Seamen's Outfitters Nov 22 at 11 Off Rec, 29, Queen st, Cardiff

TOWNSEND, HARRY, jun, GEORGE TOWNSEND, sen, and HENRY TOWNSEND, sen, Hinckley, Leics, Boot Manufacturers Nov 19 at 10.30 Off Rec, 1, Berridge st, Leicester

YOUNG, FREDERICK ELMER, Eastbourne, Surveyor's Clerk Nov 25 at 11.30 Coles & Sons, Seaside rd, Eastbourne

ZIESENITZ, CHARLES, Osborne rd, Forest Gate, Cabinet Maker Nov 21 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BARNARD, WILLIAM ROBERT, King's sq, Goswell rd, Case Manufacturer High Court Pet Nov 2 Ord Nov 7

CASE, JOHN BENJAMIN, Liverpool, Dairyman Liverpool Pet Oct 22 Ord Nov 7

COHEN, BENJAMIN, Fishergate, York, Tailor's Manager York Pet Oct 5 Ord Nov 6

COLLINS, FRANCIS, Old Goole, Yorks, Hay Dealer's Manager Wakefield Pet Nov 8 Ord Nov 8

CROFT, HENRY, Pimlico, Wine Dealer Wandsworth Pet Nov 7 Ord Nov 7

DAVISON, CHARLES, Sunderland, Tobacconist Sunderland Pet Oct 7 Ord Nov 8
DAWSON, RICHARD, Harrogate, Picture Frame Dealer York Pet Nov 5 Ord Nov 6
DAWSON, JOSEPH RAMSAY, West Hartlepool, Auctioneer Sunderland Pet Nov 7 Ord Nov 7
DEVEREUX, HERBERT, West Chapel st, Mayfair, Salesman High Court Pet Oct 22 Ord Nov 9
FOSTER, STEPHEN, St Leonards on Sea, Builder Hastings Pet Nov 7 Ord Nov 7
FOSTER, WILLIAM HENRY, Bradford, Butter Importer Bradford Pet Nov 9 Ord Nov 9
HARDING, CHARLES HENRY, Whitwell, nr Ventnor, I of W Butcher Newport Pet Nov 4 Ord Nov 4
HAWKINS, HENRY, Cardiff, Bookseller Cardiff Pet Nov 6 Ord Nov 7
HENRY, ROBERT WILLIAM, Honor Oak Park, Brockley, Advertisement Canvasser Greenwich Pet Nov 7 Ord Nov 7
HOLMES, HENRY, Liverpool, Commission Agent Liverpool Pet Aug 12 Ord Nov 9
HOOPER, CHARLES SHRIMPTON, Love lane, Wholesale Haberdasher High Court Pet Sept 24 Ord Nov 9
HUTCHINGS, CHARLES ARTHUR, Carter lane, Carrier High Court Pet Aug 31 Ord Nov 8
KERROD, THOMAS, Brighouse, Butcher Halifax Pet Nov 7 Ord Nov 7
KINGSTON, WILLIAM, Isle of Ely, Cambridgeshire, Farmer King's Lynn Pet Nov 8 Ord Nov 8
LEAKER, WILLIAM HOWARD, Edgbaston, Restaurateur Birmingham Pet Oct 22 Ord Nov 9
MORGAN, GEORGE THOMAS, Aberdare Junction, Builder Pontypridd Pet Nov 6 Ord Nov 6
NELSON, JOHN, Worksop, Notts, Fish Dealer Sheffield Pet Nov 8 Ord Nov 8
NEWMAN, JOSEPH HARRADINE, Bourn, Cambridgeshire, Farmer Cambridge Pet Nov 7 Ord Nov 8
NYBURG, SIMON HAIM, Hatton garden, Diamond Broker High Court Pet Oct 10 Ord Nov 7
PARKIN, JOHN ROBERT, Derby, Estate Agent Derby Pet Oct 11 Ord Nov 9
PAY, CHARLES EDWARD, Croydon, Builder Croydon Pet Oct 26 Ord Nov 5
PRATT, F, Shaftesbury avenue High Court Pet Aug 28 Ord Nov 9
PYBUS, GEORGE MORLEY, Chiswick Mall, Chiswick Brentford Pet Sept 14 Ord Nov 7
RALPH, RICHARD WILLIAM MOCKETT, Kirkley, Lowestoft, Smackmaster Great Yarmouth Pet Nov 8 Ord Nov 8
REED, JOHN, Wiggington, Yorks, Tailor York Pet Nov 5 Ord Nov 5
REYNOLDS, JOHN, Weelsby, Gt Grimsby Gt Grimsby Pet Nov 7 Ord Nov 7
RILEY, MICHAEL, jun, Hipperholme, nr Halifax, Stone Miner Halifax Pet Nov 9 Ord Nov 9
SHEARD, THOMAS, Hipperholme, nr Halifax, Cabinet Maker Halifax Pet Nov 8 Ord Nov 8
SIDLEY, CHARLES, Derby, Painter Derby Pet Nov 8 Ord Nov 8
SMITH, BENJAMIN, Oseney cresent, Camden Town High Court Pet Oct 11 Pet Nov 9
STEPHENS, THOMAS WILLIAM, Redgrave rd, Putney, Ironmonger Wandsworth Pet Sept 28 Ord Nov 4
STRINGER, DAVID, Walton, Suffolk, Greengrocer Ipswich Pet Nov 8 Ord Nov 8
TETLEY, MAXWELL, Henley on Thames, Gent Reading Pet Aug 22 Ord Nov 8
TYLER, WILLIAM, Folkestone, Fishmonger Canterbury Pet Nov 7 Ord Nov 9
WARBURTON, ROBERT WILLIAM, King st, Twickenham, Boot Dealer Brentford Pet Aug 10 Ord Nov 7

ADJUDICATION ANNULLED.

THOMPSON, JOSEPH FREDERICK, Friern rd, East Dulwich, Builder High Court Adjud Oct 18, 1894 Annul Nov 4, 1895

SALES OF ENSUING WEEK.

Nov. 18.—Messrs. WRATHERALL & GREEN, at the Mart, at 2, Freehold Sets of Chambers, 7, New-square (see advertisement, Nov. 2, p. 22).

Nov. 19.—Messrs. DUNEDAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Freehold and part Long Leasehold Property, 110 and 114, Cannon-street, City (see advertisement, this week, p. 4).

Nov. 20.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2, Freehold Ground-rents, Freehold Licensed Premises, and a Baker's Shop, at Ball's Pond-road; Freehold Ground-rents at Kilburn, West Brompton, Finchley, and Battersea; together with Property at Holloway, and a Redemption Policy; Leasehold Shops at Battersea-rise; and Residences at Kilburn, Paddington, Uxbridge-road, and Walham Green (see advertisement, Nov. 2, p. 22).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.